TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, ~~[illegible]~~ [illegible]

No. ~~[illegible]~~ 47.

FANNIE N. DRESSER CRAMER, TAYLOR A. SNOW, AND HENRY H. GAGE, PLAINTIFFS IN ERROR,

vs.

FREDERICK R. WILSON.

IN ERROR TO THE SUPREME COURT OF THE STATE OF ILLINOIS.

FILED MAY [illegible]

([illegible])

(18,949.)

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1903.

No. 298.

FANNIE N. DRESSER CRAMER, TAYLOR A. SNOW, AND HENRY H. GAGE, PLAINTIFFS IN ERROR,

vs.

FREDERICK R. WILSON.

IN ERROR TO THE SUPREME COURT OF THE STATE OF ILLINOIS.

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a UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the supreme court of the State of Illinois, Greeting:

Because in the proceedings and record, as also in the rendition of the judgment of a plea which is in the said supreme court of the State of Illinois, being before you or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit, between Fannie N. Dresser Cramer, complainant and plaintiff in error, Taylor A. Snow and Henry H. Gage, defendants and plaintiffs in error, and Frederick R. Wilson, defendant and defendant in error, wherein was drawn in question the validity of a statute of and authority exercised under the United States and the decision was against their validity, and wherein was also drawn in question the construction of a clause of a statute of the United States and the decision was against the right, title, privilege or exemption specially set up or claimed under such clause of the said statute, a manifest error hath happened to the great damage of the said Fannie N. Dresser Cramer, Taylor A. Snow and Henry H. Gage, plaintiffs in error, as by their complaint appears:

We, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid, in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States together with this writ, so that you may have the same in the Supreme Court at Washington within thirty days from the date hereof, that the record and b proceedings aforesaid, being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, the twenty-third day of April, A. D. 1903.

[Seal of Circuit Court U. S., Northern Dist. Illinois, 1855.]

MARSHALL E. SAMPSELL,
Clerk of the Circuit Court of the United States for the Northern District of Illinois, Northern Division.

Allowed by—
BENJAMIN D. MAGRUDER,
Chief Justice of the Supreme Court of Illinois.

Fee for writ of error $1.00, paid by Childs & Hudson.
MARSHALL E. SAMPSELL, *Clerk.*

c In the Supreme Court of Illinois.

FANNIE N. DRESSER CRAMER
vs.
FREDERICK R. WILSON ET AL.
} Appeal from the Superior Court of Cook County.

I, Christopher Mamer, clerk of said supreme court, do hereby certify that on the twenty-fourth day of April, A. D. 1903, a copy of the foregoing writ of error was lodged in my office at Springfield, Illinois.

Witness my hand and the seal of said court this first day of May A. D. 1903.

[Seal of the Supreme Court, State of Illinois, Aug. 28, 1818.]

CHRISTOPHER MAMER,
Clerk of Supreme Court.

d UNITED STATES OF AMERICA, *ss:*

To Frederick R. Wilson, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, at Washington, within thirty days from the date hereof, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Illinois, wherein Fannie N. Dresser Cramer, Taylor A. Snow and Henry H. Gage are plaintiffs in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiffs in error as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Benjamin D. Magruder, chief justice of the supreme court of the State of Illinois, this twenty-second day of April, in the year of our Lord one thousand nine hundred and three.

BENJAMIN D. MAGRUDER,
Chief Justice Supreme Court of Illinois.

Received a copy of the foregoing notice and citation this 24th day of April, 1903.

GEO. GILLETTE,
Sol'r for Frederick R. Wilson.

e FANNIE N. DRESSER CRAMER vs. FREDERICK R. WILSON ET AL. } Appeal from the Superior Court of Cook County.

I, Christopher Mamer, clerk of said supreme court, do hereby certify that on the twenty-ninth day of April A. D. 1903, a copy of the foregoing citation was lodged in my office at Springfield, Ills.

Witness my hand and the seal of said court this first day of May, A. D. 1903.

[Seal of the Supreme Court, State of Illinois, Aug. 28, 1818.]

CHRISTOPHER MAMER,
Clerk of the Supreme Court.

f In the Supreme Court of Illinois.

FANNIE N. DRESSER CRAMER vs. FREDERICK R. WILSON ET AL. } Appeal from Superior Court of Cook County.

I, Christopher Mamer, clerk of the supreme court of Illinois and keeper of the records and seal thereof, by virtue of the foregoing writ of error and in obedience thereto, do hereby certify that the following pages numbered from one to nine hundred and twenty-five inclus-e contain a true and complete transcript and copy of the record and proceedings had in said court in the case which is above entitled, and of the whole thereof, including on pages 904 to 914 a certified copy of the opinion of the court, and on pages 923 to 925 an original assignment of errors filed in my said office, as the same remain of record and on file in my said office.

In testimony whereof I have hereunto set my hand and caused the seal of said supreme court of Illinois to be hereunto affixed at Springfield, this first day of May, A. D. 1903.

[Seal of the Supreme Court, State of Illinois, Aug. 28, 1818.]

CHRISTOPHER MAMER,
Clerk of Supreme Court.

1 At a supreme court, begun and held at Springfield on Tuesday, the second day of December, in the year of our Lord one thousand nine hundred and two, within and for the State of Illinois.

Present: Benjamin D. Magruder, chief justice; Jacob W. Wilkin, justice, Joseph N. Carter, justice, James H. Cartwright, justice, Carroll C. Boggs, justice, John P. Hand, justice, James B. Ricks, justice, Howland J. Hamlin, attorney general. B. H. Brainerd, sheriff.

Attest: CHRISTOPHER MAMER, *Clerk.*

Be it remembered, that heretofore to-wit: on the nineteenth day of November, A. D. 1902, there was filed in the office of the clerk of said court a certain transcript of the record and proceedings of the superior court of Cook county wherein Fannie N. Dresser Cramer (formerly Fannie N. Dresser) was plaintiff in error and Frederick R. Wilson, Henry H. Gage and Taylor A. Snow were defendants in error, whereupon there issued out of the office of the clerk of said court, under the seal of said court, a certain *scire facias*, which said *scire facias*, and return, and said transcript of record are in the words and figures following, viz:

2 STATE OF ILLINOIS, } *ss:*
Supreme Court, }

The People of the State of Illinois to the sheriff of Cook county, Greeting:

Because, in the record and proceedings, and also in the rendition of the judgment of a plea which was in the superior court of Cook county before the judge thereof, between Fannie N. Dresser Cramer, (formerly Fannie N. Dresser) and Frederick R. Wilson, Henry H. Gage and Taylor A. Snow it is said manifest error hath intervened, to the injury of the said Fannie N. Dresser Cramer as we are informed by her complaint the records and proceedings of which said judgment we have caused to be brought into our supreme court of the State of Illinois, at Springfield, before the justices thereof, to correct the errors in the same in due form and manner, according to law;

Therefore, we command you, that by good and lawful men of your county, you give notice to the said Frederick R. Wilson, Henry H. Gage and Taylor A. Snow that they be and appear before the justices of our said supreme court, at the next term of said court to be holden at Springfield, in said State, on the first Tuesday in December A. D. 1902, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said court shall order in this behalf; and have you then and there the names of those by whom you shall give the said Frederick R. Wilson, Henry H. Gage and Taylor A. Snow notice, together with this writ.

Witness Benjamin D. Magruder, chief justice of our said court, and the seal thereof, at Springfield this nineteenth day of November in the year of our Lord one thousand, nine hundred and two.

[SEAL.] CHRISTOPHER MAMER,
Clerk of the Supreme Court.

3 Which said *scire facias* was on to-wit: the 22nd day of November, A. D. 1902, returned with the following endorsement:

We severally hereby accept service of the within writ and consent that said cause be submitted at the December term A. D. 1902 of the supreme court of Illinois, this 20th day of November, A. D. 1902.

H. H. GAGE AND
TAYLOR A. SNOW,
By CHILDS A HUDSON,
Their Solicitors.
F. R. WILSON,
By GEORGE GILLETTE,
His Attorney.

3½ & 4 UNITED STATES OF AMERICA,
State of Illinois, County of Cook, } *ss:*

Pleas before the Honorable Arthur H. Chetlain, one of the judges of the superior court of Cook county, in the State of Illinois, holding a branch court of said court, at a regular term of said superior court of Cook county, begun and holden at the court house, in the city of Chicago, in said county and State, on the first Monday, being the first day, of July, in the year of our Lord one thousand nine hundred and one, and of the Independence of the United States of America the one hundred and twenty-fifth.

Present: The Honorable Arthur H. Chetlain, judge of the superior court of Cook county Charles S. Deneen, State's attorney. E. J. Magerstadt, sheriff of Cook county.

Attest: JOHN A. LINN, *Clerk.*

Be it remembered that heretofore, to-wit: on February 1st, in the year of our Lord, one thousand eight hundred and eighty eight, there issued out of the office of the clerk of the superior court of Cook county The People's writ of summons, directed to the sheriff of Cook county to execute, which said writ with the sheriffs return thereon endorsed is in the words and figures as follows, to-wit:—

* * * * * * *

5 And *on* afterwards to-wit: on February 1st, A. D. 1888, there was filed in the office of the clerk of said court a certain bill which is in the words and figures as follows, to-wit:

6 STATE OF ILLINOIS, }
County of Cook, } *ss:*

In the Superior Court of Cook County, of the March Term, 1888.
In Chancery.

FANNY N. DRESSER
vs.
LILLY BELLE DRESSER, HENRY H. GAGE, JULIA Wilson, Charles Grabek, and Laura Caulfield. } Bill for Partition.

To the honorable the judges of the superior court of Cook county, in chancery sitting:

Your oratrix, Fanny N. Dresser, of Fairburt, Livingston county, Illinois, respectfully represents and shows unto your honors that she and one Lilly Belle Dresser, who is made a party defendant hereto, are the owners in fee simple of the following described property, each owning undivided portions thereof, in the proportions following; that is, your oratrix is the owner of an undivided two thirds part thereof, and the said defendant Lilly Belle Dresser, is the owner of an undivided one third part of the east half of lot eleven (11) of block forty-three (43) of the Canal Trustees' new subdivision of fractional southeast quarter of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the third principal meridian, situate and being in the county of Cook and State of Illinois, and that said title is derived by mesne conveyances from the Government of the United States of America to your oratrix, and a deed of conveyance subsequently executed by your oratrix to said defendant Lilly Belle Dresser.

Your oratrix further represents that the land aforesaid is the only real estate owned in common by the parties aforesaid, situate in said Cook county, and that no other person except your oratrix
7 and said Lilly Belle Dresser has any title thereto.

Your oratrix further represents that one Henry H. Gage, whom your oratrix makes a party defendant hereto, claims to have some interest in said property by virtue of a tax deed or tax deeds and payment of sundry and divers taxes upon said property, but said interest, if any, therein, in said Henry H. Gage, is unknown to your oratrix, and she cannot therefore more particularly charge and define the same, but your oratrix charges the same to be of no validity except as an equitable lien upon said property for the amount of such payments as may have been made by said Gage, with interest thereon.

Your oratrix further represents and shows unto your honors that one Julia Wilson, whom your oratrix makes a party defendant hereto, claims to have some interest in said property; but said interest, except as herein stated, is unknown to your oratrix, and she cannot therefore more particularly charge and define the same, but your oratrix charges the same to be of no validity whatever; and your oratrix charges and represents that said Julia Wilson executed and delivered to one Charles Grabek, (whom your oratrix makes a party defendant hereto) a lease of said premises, dated on or about the 18th day of February, 1866, and recorded in the recorder's office of Cook county, aforesaid, on or about the 17th day of March, 1866, in Book 1681, of Records, at page 590.

And your oratrix charges that on or about the date last aforesaid the said Charles Grabek took possession under said lease as the tenant of the said Julia Wilson, and that he afterwards placed certain persons (to your oratrix at present unknown) and whose names your oratrix prays to be permitted to insert herein as parties defendant to this bill when their names shall be ascertained by your oratrix with apt words to charge them as defendants hereto, in possession thereof under him, and that since that time he has been collecting the rents thereof and appropriating the same to his own use and to the use of the said Julia Wilson, as your oratrix is informed
8 and believes; that he has not paid any of the taxes thereon, nor have the same been paid by the said Julia Wilson; and your oratrix represents that she has demanded an accounting with the said Julia Wilson and the said Charles Grabek, and they and each of them have as yet, *have* neglected to make the same, and to account to and settle with your oratrix as in equity and justice they should have done.

Your oratrix further represents and charges that the said defendants, Henry H. Gage, Julia Wilson and the said Charles Grabek each claim some interest in said land as aforesaid, and that their claims, as aforesaid, cast a cloud upon said land, and the title of your oratrix and her said grantee therein, and that the same and each of the same should be removed as such.

Your oratrix further represents that one Laura Caulfield has a deed to a portion of said property, executed about the 14th day and recorded in the recorder's office of Cook county, Illinois, about the 15th day of March, 1865, but your oratrix says that said deed was not intended to convey any title to said Caulfield, and was not received by her for that purpose, yet your oratrix says that the record thereof casts a cloud upon said title aforesaid, and should be removed as such, and your oratrix hereby makes said Laura Caulfield a party defendant hereto.

Your oratrix further represents unto your honors that in consequence of the premises aforesaid she is unable to make an amicable settlement with her co-tenant the said defendant, Lilly Belle Dresser nor can they (your oratrix and said Lilly Belle Dresser,) sell said premises for its adequate value because of the matters and things alleged and stated aforesaid.

Forasmuch, therefore, as your oratrix is without remedy in the premises, except in a court of equity, and to the end that the said

Lilly Belle Dresser, Henry H. Gage, Julia Wilson, Charles Grabek
and Laura Caulfield (and such persons as it may hereafter
9 appear are claiming possession of such premises under said
Charles Grabek, or said Julia Wilson, or either of them, whose names it is prayed may be inserted as defendants, with apt words to charge them as such and proper prayer relating to them), who are parties defendant to this your oratrix' bill of complaint, may be required to make full and direct answer thereto, but not under oath, the oath to their said answers being hereby waived, and that they and each of them may discover and set out what interest, if any, they or either of them may claim in the said premises.

The premises considered your oratrix prays your honors that division and partition may be made of the above described real estate between your oratrix and such of the defendants as it shall appear upon the trial of this cause, are entitled thereto, according to the practice of this court, and the statute in such case made and provided; and in case it shall appear that a partition thereof cannot be made without injury to the rights of the parties interested therein, then that the said premises may be decreed to be sold under the direction of this court, and the proceeds of such sale divided among the parties entitled thereto; that the equities or liens of all the parties hereto may be ascertained and determined and by decree of this court properly apportioned as the same may appear to belong; that the rents collected by said defendants Julia Wilson and Charles Grabek may be properly divided among the parties hereto as in equity the same should be apportioned. May the court appoint a receiver to take charge of said property, and to collect the rents thereof, and to dispose of the same, under the direction of this court; may the title of said property be decreed to be in your oratrix and the said Lilly Belle Dresser as aforesaid, in the proportion aforesaid; may the court decree that the other parties hereto have no title to said land and remove their deeds and claims aforesaid as clouds upon the same, and if it shall appear that they or either of them have any lien
or claim thereto, apportion the same as the same may properly
10-14 belong, and upon such terms and conditions as are just and
equitable; may the court perpetually enjoin said defendants aforesaid (except said Lilly Belle Dresser) and all persons claiming any interest in said property by, through or under them or either of them, since the commencement of this suit, from asserting or claiming any other or further claim to or interest in said property than shall be fixed and determined by the decree herein; and may it please the court to grant unto your oratrix such other, different and further relief in the premises as to your honors shall seem meet and agreeable to equity and good conscience.

May it please the court to grant unto your oratrix the people's writ of summons in chancery directed to the sheriff of said Cook county, commanding him to summon the said defendants, the said Lilly Belle Dresser, Henry H. Gage, Julia Wilson, Charles Grabek and Laura Caulfield, and such other persons as shall hereafter be made defendants hereto, to be and appear before this honorable court at the March term, A. D. 1888, then and there to answer this bill of complaint, and further to stand to and abide by such order and decree in the premises as shall be entered in this cause.

FANNY N. DRESSER,
By GEO. W. WILBUR,
Her Solicitor.

GEO. W. WILBUR,
Sol. and of Counsel for Complainant.

* * * * * * *

15 And afterwards to-wit: on March 5th, A. D. 1888, there was filed in the office of the clerk of said court a certain appearance which is in the words and figures as follows, to-wit:

16–35 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In Superior Court of Cook County.

FANNY N. DRESSER }
vs. }
LILLY BELLE DRESSER. }

The clerk will please enter of record the death of Julia Wilson, one of the defendants in the above case and enter my appearance as solicitor for Frederick R. Wilson, the devisee in & under the will of Julia Wilson, deceased.

CHAS. S. THORNTON.

36 And afterwards to-wit: on April 1st, A. D. 1889, there was filed in the office of the clerk of said court a certain 2nd amendment to bill which is in the words and figures as follows, to-wit:

37 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County, of the March Term, A. D. 1889.

FANNY N. DRESSER }
vs. } In Chancery.
LILLY BELLE DRESSER ET AL. }

And now again comes the complainant herein, by leave of the court first had and obtained, and files herewith, a second amendment to her said original bill of complaint herein, as follows, to wit:

Insert in said original bill, in the stating part thereof, the following:

Your oratrix further represents that she is informed and believe and she so charges the fact to be that the said defendant, Frederick R. Wilson, was on or about the 31st day of August, 1878, adjudged a bankrupt in the United States district court in and for the northern district of Illinois; that afterwards and on or about said last named day, one Robert E. Jenkins, Esq., was duly appointed the assignee of said Frederick R. Wilson; and that afterwards, said Jenkins duly qualified as such assignee and entered upon the discharge of his duties as such; that afterwards, a proper and sufficient deed of assignment was made and executed to the said Robert E. Jenkins, whereby all of the personal and real property of every nature soever and all right, title and interest in and to any and all real and personal property in which he, said Wilson was in any manner interested, became vested in said Jenkins, as such assignee.

Your oratrix further is informed and believes, and so charges the fact to be, that said Wilson, at and before the making and execution of said deed of assignment to the said Robert E. Jenkins, as assignee, held all the equitable interest, if any, in the property in question herein, which was passed by a deed, from said Frederick Wilson to Julia Wilson, now deceased, which deed is hereinafter mentioned and described; that before the execution and delivery of the said deed of assignment, the said Frederick R. Wilson, by his 38 deed, in the nature of a deed of trust, conveyed to said Julia Wilson, now deceased, among other property, all his right, title and interest, in and to the property in controversy, herein, which property is fully set forth and described in the original bill herein; that said deed, from said Frederick R. Wilson to said Julia Wilson, as appears by the records in the recorder's office of said Cook county, and, as also appears by the records and evidence, in this suit, was made, executed and delivered, by the said Frederick R. Wilson to the said Julia Wilson, now deceased, as a deed of trust for the security of an alleged indebtedness from the said Frederick R. Wilson to the said Julia Wilson, now deceased, which said deed bears date, the 6th day of July, 1877, and was recorded on the 14th day of March, 1865, in Book 1617 at page 94; that the interest of the said Frederick R. Wilson, as *cestui que trust* in the property in controversy herein was a legal and proper asset of the estate of said Frederick R. Wilson, as such bankrupt, and by reason of said deed of assignment to the said Robert E. Jenkins, as assignee, all right, title and interest of the said Frederick R. Wilson in said real estate, became and was at once vested in the said Robert E. Jenkins as assignee.

Your oratrix further represents unto your honors that she is informed and verily believes, and so charges the fact to be, that the indebtedness, if any, of the said Frederick R. Wilson, to the said Julia Wilson, now deceased, to secure which the said deed of trust was executed as aforesaid, has long since been fully paid and satisfied, and the said Frederick R. Wilson has been exonerated and discharged therefrom.

Your oratrix further represents unto your honors that the matter and things set forth in this amendment to her said original bill, have come to her knowledge since the filing of said original bill, and the first amendment thereto; that she first learned of such matters and things from the evidence of the said Frederick R. Wilson, which has been taken herein on his own behalf, and that this is the first and earliest opportunity that she has had for presenting the same to this honorable court.

Your oratrix therefore prays that the said Robert E. Jenkins as assignee of the said Frederick R. Wilson, (said Jenkins, being
39 hereby made party defendant to the original bill herein and to
the amendments thereof) may be required to make full, true and perfect answer to said original bill and to the amendment thereof and to this amendment, but not under oath, the answer under oath being hereby waived, and that said Robert E. Jenkins, as assignee, may set forth and discover any and all interest which he, as such assignee of the said Frederick R. Wilson, now has or at any time has had in the property in controversy herein, and fully set forth and described in said original bill, and that such interest may be ascertained and determined by the decree of this court herein, and your oratrix prays, as she has already prayed, in and by her original and her amended bill herein.

May it please the court to grant unto your oratrix the people's writ of summons in chancery, directed to the sheriff of said Cook county, commanding him that he summon said Robert E. Jenkins, assignee of Frederick R. Wilson, defendant herein, to be and appear before this honorable court at the next April term, 1889, then and there to answer your oratrix' original bill and amendments thereto and further, to stand to and abide by such order and decree in the premises as shall be entered in this case.

FANNY N. DRESSER,
By GEO. W. WILBUR,
Her Solicitor.

GEO. W. WILBUR,
Sol. & of Counsel for Compl't.

40 And on to-wit: on April 1st, A. D. 1889, there issued out
of the office of the clerk of said court the People's writ of summons directed to the sheriff of Cook county to execute, which said writ with the sheriff's return thereon endorsed is in the words and figures as follows, to-wit:

41–43 STATE OF ILLINOIS, }
County of Cook, } ss:

The People of the State of Illinois to the sheriff of said county, Greeting:

We command you that you summon Robert E. Jenkins, assignee of Frederick R. Wilson impleaded &c. if he shall be found in your county, personally to be and appear before the superior court of Cook county, on the first day of the term thereof, to be held at the court house, in Chicago, in said Cook county, on the first Monday of May next, to answer unto Fanny N. Dresser in her certain bill of complaint filed in said court, on the chancery side thereof.

And have you then and there this writ, with an endorsement therein, in what manner you shall have executed the [SEAL.] same.

Witness, Patrick McGrath, clerk of our said court, and the seal thereof, at Chicago, aforesaid, this first day of April A. D. 1889.

PATRICK McGRATH, *Clerk.*

Endorsed: Pd. 1.00 Served this writ on the within named Robert E. Jenkins by delivering a copy thereof to him this 9″ day of April 1889. Canute R. Matson, sheriff by Charles Gross deputy. 11648 Term No. 877 Gross. Superior court of Cook county. May term, 1889. Dresser *vs.* Dresser Summons in chancery. Filed May 4–1889 P. McGrath, clerk. Geo. W. Wilbur, solicitor. Rec'd — o'clock — m., Apr. 1 1889 Canute R. Matson, sheriff.

44 And afterwards to-wit: on May 8th, A. D. 1899, there was filed in the office of the clerk of said court a certain answer which is in the *ow*rds and figures as follows, to-wit:

45 STATE OF ILLINOIS, }
County of Cook, } ss:

In the Superior Court of Cook County.

FANNY N. DRESSER }
vs. } In Chancery.
LILLY BELLE DRESSER ET AL. }

The separate answer of the defendant Robert E. Jenkins, the assignee in bankruptcy of Frederick R. Wilson, to the bill for partition of Fanny N. Dresser, the above named petitioner.

This defendant, saving and reserving all benefit of exception to said bill of complaint, for answer, says that he has no knowledge of the character of the estate claimed by said complainant and her co-defendant, in and to the property mentioned in said bill of complaint, nor has he any knowledge or information in relation to the claims of the defendant therein, other than his title and the title of the said Frederick R. Wilson, herein mentioned.

For a further answer to said bill of complaint, and to the amendment thereof, wherein and whereby this defendant was brought into said bill of complaint as a defendant, this defendant admits the allegations thereof in relation to the matter of Frederick R. Wilson, bankrupt in bankruptcy, in the district court of the United States for the northern district of the State of Illinois, and he admits that he was appointed the assignee in bankruptcy of said Frederick R. Wilson, and that, as such, he duly qualified and is still the assignee of the estate of the said bankrupt, and he admits that he received, as such assignee, from H. N. Hibbard, the register in bankruptcy, a deed of conveyance of all the estate, real and personal, of the said Frederick R. Wilson, bankrupt, as aforesaid, which said deed bears date the 15th day of September, 1879.

For a further answer to said bill of complaint, this defendant says that since he was notified of the pendency of this suit, he has been informed and believes that, at the date of the said deed from the register in bankruptcy, to him, this defendant, there was standing of record in the said bankrupt, said Frederick R. Wilson, a claim 46 of title or title in and to the real estate mentioned and described in said bill of complaint and known as the east half of lot eleven, of block forty-three of the Canal Trustees' new subdivision of the fractional southeast quarter of section twenty-one, in township thirty-nine north, range fourteen, east of the third principal meridian, in the county of Cook and State of Illinois; but the value or character of such title, this defendant is, at present, unable to state, but this defendant says that whatever such title was, it, then and there, by virtue of the deed from said register, to him, aforesaid, became and was vested in him, this defendant, and that from that time on, the said Frederick R. Wilson, had no interest or title therein or thereto, and that he, the said Frederick R. Wilson, hath not now, any title thereto, as this defendant is informed and verily believes, but that any and all claim of title which may be asserted by the said bankrupt, the said Frederick R. Wilson, is now in this defendant as the assignee in bankruptcy of the said Frederick R. Wilson, and that whatever interest there is therein in said defendant, should be sold and apportioned for the benefit of the creditors of the said Frederick R. Wilson, said bankrupt in said bankruptcy proceeding.

For a further answer, this defendant says that in said bankruptcy proceeding, the said bankrupt did not mention the said property in his s schedule, and that it did not come to the knowledge of this defendant that the said bankrupt was interested therein until since the commencement of this suit as aforesaid, and this defendant says that it is proper for this court to ascertain and determine what interest was in fact, in said defendant, the said Frederick R. Wilson, the said bankrupt, which doth now vest in this defendant, and that this defendant, as the assignee of said Frederick R. Wilson, be thus enabled to sell the same, at public auction for the benefit of said bankrupt estate.

For a further answer, this defendant says that the said Frederick R. Wilson has now no interest in said land, as this defendant is informed and believes, but that whatever interest the said Frederick R. Wilson had at the time of said bankruptcy proceedings, is vested in this defendant, as assignee in bankruptcy, as aforesaid and
47–56 this defendant prays that this court may so find and order, as by the provisions of the statute of the State of Illinois, in relation to partition it is its right and its duty to do.

This defendant, having now fully answered all the material allegations of said bill of complaint, prays that this court may enter such decree in the premises as upon a hearing hereof shall seem meet and proper to carry into execution the rights of the parties hereto and to subserve the provisions of the statutes of Illinois in relation to partition.

ROBERT E. JENKINS,
Assignee of Frederick R. Wilson, a Bankrupt.

JENKINS & HARKNESS,
Sol. for Assignee.

57 And afterwards, to-wit: on October 24th, A. D. 1889, there was filed in the office of the clerk of said court a certain amended supplemental bill which is in the words and figures as follows, to-wit:

58 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County, of the October Term, A. D. 1889.

FANNY N. DRESSER
vs. } In Chancery.
LILLY BELLE DRESSER ET AL.

To the honorable the judges of said court, in chancery sitting:

Your oratrix, Fanny N. Dresser, by leave of court first had and obtained, respectfully represents unto your honors that on or about the first day of February, 1888, she filed her bill of complaint in this honorable court against the defendants Lilly Belle Dresser, Henry H. Gage, Julia Wilson, Charles Drabek and Laura Caulfield, for the purpose of partition of certain premises therein set forth and described; that afterwards the death of said Julia Wilson was suggested to the court, and one Frederick R. Wilson, executor of the last will and testament of said deceased, was made party defendant as such executor and as sole devisee under said will; that in and by her said bill of complaint your oratrix prayed for partition and division of said premises according to the respective rights of the parties in interest.

Your oratrix further represents that service was obtained upon all of said parties defendant either personally or by publication; default was entered as to said Caulfield and Drabek, and that said Lilly Belle Dresser, Frederick R. Wilson, as such executor and devisee, and Henry H. Gage, have filed their defense in said suit; that afterwards said bill was amended by making one Robert E. Jenkins, as assignee in bankruptcy of said Frederick R. Wilson, a party defendant that said Jenkins has filed his answer herein as such assignee; that your oratrix filed her replications to said answers, as by the records and files of said cause will more fully appear; and that said cause is still pending and undetermined in this court.

Your oratrix, by way of supplement, further represents that since the filing of said original bill and the amendment thereto, as your
oratrix is informed and believes, and she so charges the fact
59 to be, the said Robert E. Jenkins, as such assignee in bank-
ruptcy of the said Frederick R. Wilson, has sold the said premises in said original bill set forth and described, to one Taylor A. Snow, and that said Jenkins, as such assignee, has made and executed a deed therefor to said Snow, which said deed has been duly recorded.

Your oratrix further states, by way of amendment to the bill herein that she has been informed and believes, and she so charges the fact to be that Herman Hartman, Catherine Summers, Henry Larger, Henry Weimann, William Kauffert and Anton Beck claim to have some interest in said premises, either as tenants, occupants or otherwise, the exact nature of which interest your oratrix is unable to state, but whatever the same may be, it is inferior to that of your oratrix.

Your oratrix further states, by way of supplement, that, since the proceedings herein above set forth, she has been informed and believes, and she so charges the fact to be, that said Henry H. Gage has purchased all the right, title and interest of the said Lilly Belle Dresser in and to said premises.

Forasmuch, therefore, as your oratrix is without remedy in the premises, except in a court of equity; and to the end that the said Taylor A. Snow, Herman Hartman, Catharine Summers, Henry Larger, Henry Weimann, William Kauffert, Anton Beck and Henry H. Gage, who are made parties defendant to this bill, may be required to make full and direct answers to the same, but not on oath, the answer under oath being hereby waived; that each and every of said defendants may be required to state fully and at length any and all interest in said premises so claimed — each of them; and that your oratrix may have such other and further relief in the premises as equity may require and to your honors shall seem meet.

May it please your honors to grant the writ of summons in chancery, directed to the sheriff of said county of Cook, commanding him that he summon the defendants Taylor A. Snow, Herman Hartman, Catharine Summers, Henry Larger, Henry Weimann, William Kauffert, and Anton Beck, to appear before 60 said court on the first day of the next November term thereof, to be held at the court house in Chicago, in the county of Cook, aforesaid, then and there to answer this supplemental bill, etc.

FANNY N. DRESSER,
By GEO. W. WILBUR,
Her Solicitor.

GEO. W. WILBUR,
Sol. and of Counsel for Compl't.

61 And on to-wit: on October 24th, A. D. 1889, there issued out of the office of the clerk of said court the People's writ of summons directed to the sheriff of Cook county to execute, which said writ with the sheriff's return thereon endorsed is in the words and figures as follows, to-wit:

62–75 STATE OF ILLINOIS, } *ss:*
County of Cook, }

The People of the State of Illinois to the sheriff of said county, Greeting:

We command you that you summon Taylor A. Snow, Herman Hartman, Catherine Summers, Henry Larger, Henry Weimann, William Kaufert and Anton Beck, if they shall be found in your county, personally to be and appear before the superior court of Cook county, on the first day of the term thereof to be held at the court house, in Chicago, in said Cook county, on the first Monday of November next, to answer unto Fanny N. Dresser in her certain supplemental bill of complaint filed in said court, on the chancery side thereof.

And have you then and there this writ, with an endorsement thereon in what manner you shall have executed the same.

Witness, Patrick McGrath, clerk of our said court, and the seal thereof, at Chicago, aforesaid, this 24th day of October, A. D. 1889.

[SEAL.] PATRICK McGRATH, *Clerk.*

(Endorsed:) 877 114,455 Superior court of Cook county November term, 1889 Dresser *vs.* Dresser Summons in chancery Filed Oct. 29–1889 P. McGrath, clerk Geo. W. Wilbur, solicitor Rec'd — o'clock — m. Oct. 24 1889 Canute R. Matson, sheriff

P'd 600

Served this writ on the within named Herman Hartman and Catherine Summers by delivering a copy thereof to each of them this 25th day of October 1889 also served this writ on the within named Henry Larger by leaving a copy thereof at his usual place of abode with Mrs. Henry Lagger a member of his family a person of the age of ten years and upwards at the same time informing her of the contents thereof this 25th day of October 1889 also served this writ on the within named Henry Weimann by leaving a copy thereof at his usual place of abode with Mrs. Henry Weimann a member of his family a person of the age of ten years and upwards at the same time informing her of the contents thereof this 25th day of October 1889 also served this writ on the within named William Kaufert by leaving a copy thereof at his usual place of abode with Mrs. William Kaufert a member of his family a person of the age of ten years and upwards at the same time informing her of the contents thereof this 25th day of October 1889 also served this writ on the within named Anton Beck by leaving a copy thereof at his usual place of abode with Mrs. Anton Beck a member of his family a person of the age of ten years and upwards at the same time informing her of the contents thereof this 25th day of October 1889

CANUTE R. MATSON, *Sheriff*,
By F. LEIBRANDT, *Deputy*.

* * * * * * *

76 And afterwards to-wit: on February 11th, A. D. 1901, there was filed in the office of the clerk of said court a certain order dismiss- appeal which is in the words and figures as follows, to-wit:—

77 At a term of the appellate court begun and held at Chicago on Tuesday the seventh day of October in the year of our Lord one thousand eight hundred and ninety within and for the first district of the State of Illinois.

Present: Hon. Thomas A. Moran, presiding justice; Hon. A. N. Waterman, justice; Hon. Joseph E. Gary, justice. Thomas G. McElligott, clerk. James H. Gilbert, sheriff.

FREDERICK R. WILSON *vs.* FANNIE N. DRESSER. } No. 3806. Filed Feb. 10th, A. D. 1891. Appeal.—Cook Superior. Error to Cook.

Be it remembered that on the tenth day of February A. D. 1891, it being one of the days of said October term A. D. 1890, certain proceedings were had in said court and entered of record in words and figures following, to-wit:

FREDERICK R. WILSON, Appellant, vs. FANNIE N. DRESSER ET AL., Appellees. } 3806. Appeal — Cook Superior.

This day came again the said parties and the court having diligently examined as well the record *and* proceeding aforesaid and being now fully advised in the premises, are of the opinion
78 that this court has not jurisdiction of the subject matter involved herein.

Therefore it is ordered that this appeal be and the same is hereby dismissed out of this court and it is further ordered by the court that the sa*me* Fannie N. Dresser *et al.* appellees recover of and from the said Frederick R. Wilson appellant, their co*u*sts by them in this behalf expended to be taxed and that they have execution therefor*e*.

I, Thomas G. McElligott clerk of the appellate court in and for the first district of the State of Illinois do hereby certify that the foregoing is a true copy of a certain order of the said appellate court in the above entitled cause of record in my office.

[SEAL.] In testimony whereof I have set my hand and affixed the seal of the said appellate court at Chicago this 10th day of February in the year of our Lord one thousand eight hundred and ninety-one.

THOMAS G. McELLIGOTT,
Clerk of the Appellate — of the First District.

79 And on to-wit: on February 11th, A. D. 1901, there was filed in the office of the clerk of said court a certain *procedendo* which is in the words and figures as follows, to-wit:

80 STATE OF ILLINOIS, *Appellate Court, First District,* } *ss:*

The People of the State of Illinois to the superior court of the county of Cook, Greeting:

Whereas, in a certain plea, which was before the superior court of Cook county, between Fanny N. Dresser, plaintiff, and Frederick R. Wilson, *et al.* defendants, the judgment of said superior court of Cook county was rendered in favor of the said Fanny N. Dresser and against the said Frederick R. Wilson *et al.* and the said Frederick R. Wilson having prayed an appeal to the appellate court, within and for the first district of said State, which was granted by the said superior court of Cook county on his entering into bond, according to law, and the said appellate court having dismissed the said appeal

We therefore command you, and every one of you, that you proceed with effect according to law, to final execution of the judgment of the said superior court of Cook county against the said Frederick R. Wilson *et al.* notwithstanding the said appeal.

Witness Hon. Thomas A. Moran, presiding justice of the appellate court, and the seal thereof, at Chicago, this 10th day of February, in the year of our Lord one thousand eight hundred and ninety-one.

[SEAL.] THOMAS G. McELLIGOTT,
Clerk of the Appellate Court of the First District.

81 And heretofore to-wit: on February 21st, A. D. 1901, there was filed in the office of the clerk of said court a certain commissioners' report which is in the words and figures as follows, to-wit:—

82 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County.

FANNIE N. DRESSER
vs.
LILLY BELLE DRESSER, HENRY H. GAGE, JULIA Wilson, Charles Draybek, Laura Caulfield, Frederick R. Wilson, Robert E. Jenkins, Assignee in Bankruptcy of Frederick R. Wilson; Taylor A. Snow, Herman Hartman, Catherine Summers, Henry Larger, Henry Weimann, William Kauffert, Anton Beck, and Frederick R. Wilson, as Executor of the Last Will and Testament of Julia Wilson, Deceased. } In Chancery.

STATE OF ILLINOIS, } *ss:*
County of Cook, }

I James A. McLane do solemnly swear that I will fairly and impartially make partition of the premises mentioned in the bill of complaint in the above entitled cause, and known and described as the east half (½) of lot eleven (11) of block forty-three (43) of the Canal Trustee's new subdivision od the fractional southeast quarter (¼) of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the 3rd P. M. situate and being in the county of Cook and State of Illinois, according to the rights and interests of the said parties aforesaid as declaired by the judgment of the court if the same can be done consistently with the interests of the parties, or, if the same cannot be so divided without manifest prejudice to the parties in interest, that I will fairly and impartially apprais- the value of each piece or parcel of the said premises, and true report thereof make to the court.

JAMES A. McLANE.

Subscribed and sworn to before me this 17th day of February A. D. 1891.

[NOTARIAL SEAL.] GAIL E. DEMING,
Notary Public.

83 STATE OF ILLINOIS, } *ss:*
County of Cook,

I, Charles F. Swigart do solemnly swear that I will fairly and impartially make partition of the premises mentioned in the bill of complaint in the above entitled cause, and known and described as the east half (½) of lot eleven (11) of block forty-three (43) of the Canal Trustee's new subdivision of the fractional southeast quarter (¼) of section twenty one (21) in township thirty-nine (39) north, range fourteen (14) east of the 3rd P. M. situate and being in the county of Cook and State of Illinois, according to the rights and interests of the said parties aforesaid as declaired by the judgment of the court, if the same can be done consistently with the interests of the parties; or, if the same cannot be so divided without manifest prejudice to the parties in interest, that I will fairly anf impartially appraise the value of each piece or parcel of the said premises, and true report thereof make to the court.

CHARLES F. SWIGART.

Subscribed and sworn to before me this 17th day of February A. D. 1891.

[NOTARIAL SEAL.] GAIL E. DEMING,
Notary Public.

STATE OF ILLINOIS, } *ss:*
County of Cook,

I, Rolla M. Davis, do solemnly swear that I will fairly and impartially make partition of the premises mentioned in the bill of complaint in the above entitled cause, and known and described as the east half (½) of lot eleven (11) *on* block forty-three (43) of the Canal Trustee's new subdivision of the fractional southeast quarter (¼) of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the 3rd P. M. situate and being in the county of Cook and State of Illinois, according to the rights and interests of the said parties aforesaid as declaired by the judgment of the court if the same can be done consistently with 84 the interest of the parties; or, if the same cannot be so divided without manifest prejudice to the parties in interest, that I will fairly and impartially appraise the value of each piece or parcel of the said premises, and true report thereof make to the court.

ROLLA M. DAVIS.

Subscribed and sworn to before me this 17th day of February, A. D. 1891.

[NOTARIAL SEAL.]

GAIL E. DEMING,
Notary Public.

STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County. In Chancery.

FANNIE N. DRESSER
vs.
LILLY BELLE DRESSER, HENRY H. GAGE, JULIA WILSON, CHARLES Draybek, Laura Caulfield, Frederick R. Wilson, Robert E. Jenkins, Assignee in Bankruptcy of Frederick R. Wilson; Taylor A. Snow, Herman Hartman, Catherine Summers, Anton Beck, and Frederick R. Wilson, as Executor of the Last Will and Testament of Julia Wilson, Deceased.

To the honorable judges of said superior court, in chancery sitting:

The undersigned James A. McLane, Charles F. Swigart and Rolla M. Davis, commissioners appointed by this honorable court in the above entitled cause, by decree duly entered in said court on or about the 11th day of August A. D. 1890, to make partition of the real estate mentioned and described in said decree, and known and described as the east half (½) of lot eleven (11) of block forty three (43) of the Canal Trustee's new subdivision of the fractional southeast quarter (¼) of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the third principal
meridian situate and being in the county of Cook and State of
Illinois, respectfully submit the following report of their
85 action in the premises:

Your commissioners respectfully report that they were each first severally duly sworn according to law, and they attach hereto the oath of them severally taken as aforesaid.

Your commissioners further report that after having taken said oath, and on the 17th day of February A. D. 1891, they went upon the premises hereinbefore and in the decree in the above entitled cause described, and viewed the same each of your said commissioners being then and there present.

Your commissioners further report that the lands mentioned in the said bill of complaint, and hereinabove mentioned and discribed, being the lands which your commissioners were ordered and directed by the decree hereinaforesaid to partition, *and* susceptible to division without manifest predudice to the parties in interest, and that in the judgment of your commissioners the above discribed land may be subdivided, partitioned and set off in severalty to the respective owners thereof according to the rights and interests of the parties as declaired by the judgment of this court.

Your commissioners would further report that in pursuance of the decree of this honorable court appointing them to partition said premises as aforesaid they visited said property as aforesaid and then and there proceeded to make partition and division of said lands, and by metes and bo-nds and other proper description to divide sever and set off the same, quantity and quality being by them relatively considered, to and amont the several persons hereinafter mentioned in severality, according to the respective rights and interests thereon as the same were adjudged, ordered and decreed by this court, and that they have made partition and division of said lands allowing the several shares to the respective parties, quantity and quality relitive- considered according to respective rights and interests as
86 adjudged by the court, designating the respective shares by
metes and bounds or other proper descriptions, as follows, to-wit. that is to say,

Your commissioners have allotter and set off in severalty to Fannie N. Dresser the part or partition of said premises known and described as follows, to-wit the east twenty-nine (29) feet of the south one hundred and five (105) feet, and the north seventy-nine and two-tenths ($79\frac{2}{10}$) feet of the east half (½) od lot eleven (11) of block forty-three (43) of the Canal Trustees' new subdivision of the fractional southeast quarter (¼) of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the third principal meridian, situate in Cook county in the State of Illinois. And they have allotted and set off in severalty to Henry H. Gage the part or partition of the said premises known and described as follows, to-wit: the west twenty-one (21) feet of the south one hundred and five (105) feet of the east half (½) of lot eleven (11) of block forty-three (43) of Canal Trustees' new subdivision of the fractional southeast quarter (¼) of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the third principal meridian situated in Cook county in the State of Illinois.

Your commission-s would further report that they are not, nor is either of them connected with any of the parties to this suit either by consanguinity or affinity, and that they and each of them are wholly disinterested in the subject matter of this proceeding for this partition.

Witness our hands and seals this 20th day od February A. D. 1891.

JAMES A. McLANE. [SEAL.]
CHARLES F. SWIGART. [SEAL.]
ROLLA M. DAVIS. [SEAL.]

87 STATE OF ILLINOIS, } ss:
County of Cook,

I, Gail E. Deming a notary public in and for the county of Cook and State of Illinois do hereby certify that on this day personally came before me James A. McLane, Charles F. Swigart and Rolla M.

Davis, and each made oath and swore that he signed the foregoing commissioner's report, that the said report is true, and correctly reports their proceedings in the premises.

Witness my hand and notarial seal this 20th day of February A. D. 1891.

[NOTARIAL SEAL.] GAIL E. DEMING,
Notary Public.

Filed Feb. 21, 1891.
P. McGRATH, *Clerk.*

88 And afterwards to-wit: on December 7th, A. D. 1894, there was filed in the office of the clerk of said court a certain order reversing and remanding which is in the words and figures as follows, to-wit:

89 At a supreme court begun and held at Ottawa, on Tuesday, the second day of October, in the year of our Lord one thousand eight hundred and ninety-four, within and for the northern grand division of the State of Illinois:

Present: Jacob W. Wilkin, chief justice; Alfred M. Craig justice Benj. D. Magruder justice Joseph M. Bailey justice David J. Baker justice Jess*i*e J. Phillips justice Joseph N. Carter justice Maurice T. Moloney, attorney general William W. Taylor, sheriff Alfred H. Taylor, clerk.

Be it remembered, to wit: on the 29th day of October A. D. 1894 the same being in vacation after the term of court aforesaid, the following proceedings were, by said court, had and entered of record, to wit:

FREDERICK R. WILSON
vs.
FANNIE *M.* DRESSER.
Error to Superior Court of Cook County.
No. 2510, 31 A. D.

And now, on this day, this cause having been argued by counsel and the court having dil*l*igently examined and inspected, as well the record and proceedings aforesaid, as the matters and things therein assigned for error, and being now sufficiently advised of and concerning the premises, are of opinion that in the record and proceedings aforesaid, and in the rendition of the decree aforesaid, there is manifest error: therefore it is considered by the court that, for that error, and others in the record and proceedings aforesaid, the decree of the superior court, in this behalf rendered, be reversed, annulled, set aside and wholly for nothing esteemed, and that this cause be remanded to the superior court of Cook county with directions to allow such amendments to the pleadings as either party may desire to make and either of them to offer any additional competent proof for such other and further proceedings as to law and justice shall appertain.

And it is further considered by the court, that the said appellant recover of and from the said appellee his costs, by him in
90 this behalf expended, and that he have execution therefor.

I, Alfred H. Taylor, clerk of the supreme court, of the State of Illinois, do hereby certify that the foregoing is a true copy of the final order of the said supreme court in the above entitled cause, of record in my office.

In testimony whereof, I have set my hand and affixed the seal of the said supreme court, at Ottawa, this twenty-third day of November in the year of our Lord one thousand eight hundred and ninety-four.

[SEAL.] A. H. TAYLOR,
Clerk of the Supreme Court.

91 And afterwards to-wit: on June 29th, A. D. 1900, there was filed in the office of the clerk of said court a certain amended bill for partition which is in the words and figures as follows, to-wit:—

92 STATE OF ILLINOIS, }
County of Cook, } *ss:*

In the Superior Court of Cook County. In Chancery.

FANNIE N. DRESSER CRAMER
vs.
FREDERICK R. WILSON, LAURA CAULFIELD, Henry H. Gage, and Taylor A. Snow.
} G. N. 114,455. T. N. 5067.

Amended Bill for Partition.

To the honorable judges of the superior count of Cook county, in chancery sitting:

Your oratrix, Fannie N. Dresser Cramer, formerly Fannie N. Dresser, respectfully represents and shows unto your honors that at the time of filing of the original bill of complaint herein she, and one Lilly Belle Dresser who was originally made a party defendant hereto were the owners in fee simple of the following described property, each owning undivided portions thereof in the proportions following. Your oratrix was and is the owner of an undivided two thirds part thereof and the daid defendant Lilly Belle Dresser was and her grantee now is the owner of an undivided one third part of the east half (½) of lot eleven 11 in block forty-three (43) of the Canal Trustees' new subdivision of the fractional south east quarter (¼) of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the third principal meridian, situated and being in the county of Cook and State of Illinois, and that said title is derived by mesne conveyances from the Government of the United States of America, to your oratrix, and a deed of conveyance subsequently executed by your oratrix to the said defendant Lilly Belle Dresser.

Your oratrix further represents that by an act of Congress of March 2nd, 1827, reported in 4, United States Statutes at Large,
page 234, and also in the Revised Statutes of the State of
93 Illinois of 1874, at page 91, the United States of America
granted to the State of Illinois for the purpose of aiding said State in opening the Illinois and Michigan canal, a quantity of land equal to one half of five sections in width on each side of said canal to be selected by the Commissioner of the Land Office under the direction of the President, said lands to be subject to the disposal of the legislature of Illinois, that thereafter the Commissioner of the General Land Office*l* under the direction of the President, selected, as a portion of those tracts intended to be granted by the United States to the State of Illinois by said act of Congress, among other lands section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the third principal meridian, which selection was approved by the President May 21st 1830.

Your oratrix further represents that thereafter, on to-wit: the 26th day of June, 1845, by grant recorded in the recorder's office of Cook county July 15th 1845, in Book 15 at page 215, the State of Illinois granted to trustees of Illinois and Michigan canal, among other lands, said section twenty-one (21) in township thirty-nine, (39) north, range fourteen (14) aforesaid.

Your oratrix further represents unto your honors that thereafter, by deed dated June 9th 1857, and recorded in the recorder's office of Cook county June 23d 1857, in Book 3, of canal deeds, at page 50, the trustees of the Illinois and Michigan canal conveyed to William Watkins and Bernard G. Caulfield lot eleven (11) in block forty-three (43) in the Canal Trustees' new subdivision of the east fraction of the south east quarter (¼) of said section twenty-one (21) township thirty-nine (39) north range fourteen (14) east of the third principal meridian.

Your oratrix further represents that thereafter, by warranty deed
dated October, 1st 1867 and recorded in the recorder's office
94 of Cook county March 14th 1859 in Book 169 at page 441,
said Bernard G. Caulfield, a bachelor, conveyed to William Watkins the east half (½) of said lot eleven (11) in block forty-three (43) aforesaid.

Your oratrix further represents that thereafter said William Watkins and Eliza A. Watkins his wife conveyed to Parker Dresser Jr. by warranty deed dated May 18th 1860, and recorded July 3d, 1860, in the recorder's office of Cook county, in Book 199 at page 424, that said east half (½) of lot eleven (11) in block forty-three (43) in the Canal Trustees' subdivision of the southeast quarter (¼) of section twenty-one (21) aforesaid.

Your oratrix further represents unto your honors that thereafter by warranty deed dated August 2nd 1862, and recorded in the recorder's office of Cook county, October 28th 1862, in Book 244 of records at page 439, said Parker Dresser Jr. and Columbia P. Dresser, his wife, conveyed to Oliver W. Pierce the east half of lot 11, in block forty-three (43) aforesaid.

Your oratrix further represents unto your honors that thereafter, by deed dated November 9th, 1885, and recorded in the recorder's office of Cook county, November 10th 1885, in Book 1710 of records at page 320, said Oliver W. Pierce and Mary J. Pierce, his wife, conveyed to your oratrix, then Fanny N. Dresser, the said east half (½) of lot eleven (11) of block forty-three (43) aforesaid.

That thereafter your oratrix, by deed dated July 31st 1888, and recorded January 31st 1888, in the recorder's office of Cook county, in Book 2305 at page 420, conveyed to Lilly Belle Dresser the undivided one third (⅓) of the east half (½) of lot eleven (11) in block forty-three (43) aforesaid.

Your oratrix further represents that thereafter by deed dated June 4th 1889, and recorded October 19th 1889, in the recorder's office of
Cook county, in Book 2797, at page 137, said Lilly Belle
95 Dresser, spinster, conveyed to Henry H. Gage her interest,
to-wit: one third (⅓) in the east half (½) of said lot eleven (11)
in block forty-three (43) aforesaid.

Your oratrix further represents that the land aforesaid is the only real estate owned in common by the parties aforesaid, situate in the said Cook county, and that no other person except your oratrix and the said Henry H. Gage has any title hereto.

Your oratrix further represents that the said Henry H. Gage claims to have some other interests in said property by virtue of six independent sources of title evidenced by tax deeds, each of which said deeds are specifically charged and set out in said defendant's answer heretofore filed to the original bill of complaint herein, but your oratrix charges the fact to be that neither of said deeds is of any valid effect as title to said lands, but are of value merely to secure the said defendant the amount of money which he has paid out for taxes thereon and subsequently thereto, with interest upon the said sums at the rate of six (6) per cent. per annum, which said sums of money your oratrix hereby tenders and offers to pay to the said Gage, and she prays that this matter may be referred to a master in chancery to strike an account and ascertain the amount which she shall pay under this tender and offer; but your oratrix says that each of said tax deeds constitutes a cloud upon her title and she prays that the same may be removed and decreed to be of no valid effect as title to said land, and your oratrix says that in no case was the law in relation to the serving of notices of tax sales upon which said tax deeds were issued ever complied with, but that the affidavits now on file with the county clerk each show a failure to make such service as the law requires in this that in no instance was there any attempt to serve a notice of the tax sale upon the

owners of said property and that your oratrix and the said
96 Lilly Belle Dresser never received any notice of any or either of the said tax sales neither was any notice served upon ony other person having any rights in the premises as owners thereof.

Your oratrix further represents that she was informed and she believes and so charges the fact to be that at the time of the filing of the original bill of complaint herein Frederick R. Wilson, the defendant herein, claimed some interest in the premises aforesaid, but that theretofore and on or about the 18th day of August, A. D. 1878, said Frederick R. Wilson had been adjudged a bankrupt in the United States district court in and for the northern district of Illinois, that thereafter and on or about said last named date one Robert E. Jenkins, Esq. was duly appointed assignee of said Frederick R. Wilson, and that afterwards said Jenkins duly qualified as such assignee and entered upon the discharge of his duties as such; that afterwards a proper and sufficient deed of assignment was made and executed to the said Robert E. Jenkins, whereby all the personal and real property of every nature so ever and all right, title and interest in and to any and all real and personal property in which he, the said Frederick R. Wilson was in any manner interested, became vested in said Jenkins as such assignee.

Your oratrix is further informed and believes and so charges the fact to be that prior to the making of said deed of assignment to the said Robert E. Jenkins said Frederick R. Wilson had executed a deed of said property to Julia Wilson, now deceased, which deed is hereinafter mentioned and described, but that said deed was in the nature of a trust deed only and the equity of redemption therefrom and title to the property passed to and vested in said Robert E. Jenkins by the assignment aforesaid. That said deed from said Frederick R. Wilson to said Julia Wilson as appears by the records in the recorder's office of Cook county and also as appears by the records in evidence in this suit, was made by the said Frederick R. Wilson as a deed of trust for
97 the security of an alleged indebtedness from the said Frederick R. Wilson to the said Julia Wilson, now deceased, which said deed bears date the 6th day of July, 1877, and was recorded on the 14th day of March, 1885, in Book 1617 at page 94. That said Julia Wilson had no interest in said property except as security for said alleged indebtedness; that the interest of the said Frederick R. Wilson as *cestui que trust* in the property herein was a legal and proper asset of the estate of said Frederick R. Wilson as such bankrupt and by reason of the said deed of assignment to the said Robert E. Jenkins as assignee, all right, title and interest of the said Frederick R. Wilson in said real estate if any he had became and was at once vested in the said Robert E. Jenkins as assignee.

Your oratrix further represents unto your honors that she is informed and verily believes and so charges the fact to be that the indebtedness, if any, of the said Frederick R. Wilson to the said

Julia Wilson, now deceased to secure which deed of trust was executed as aforesaid, has long since been fully paid and satisfied and the said Frederick R. Wilson has been exonerated and discharged therefrom.

Your oratrix further represents that since the filing of the original bill of complaint herein, and after said Robert E. Jenkins who was made defendant herein had filed his answer said Robert E. Jenkins as such assignee of the said Frederick R. Wilson has sold and conveyed the premises above described to one Taylor A. Snow, and made a deed thereof to said Snow in accordance with the terms of said sale and that said Snow now claims some interest in said premises, the exact nature of which your oratrix is unable to state, but whatever the same may be it is inferior to that of your oratrix.

Your oratrix further represents that one Laura Caulfield has a deed to a portion of said property executed about the 14th day of
May, 1865, and recorded in the recorder's office of Cook
98 county about the 15th day of March, A. D. 1865, in Book 303
of Records at page 143, but your oratrix says that said deed was not intended to convey any title to the premises above described to said Laura Caulfield, and was not received by her for that purpose, yet your oratrix says that the record thereof casts a cloud upon said title and should be removed as such, and your oratrix hereby makes said Laura Caulfield a party defendant hereto.

Your oratrix further represents that Charles Drabeck, Hermann Hartman, Catherine Somers, Henry Larger, Henry Weiman, William Kaufert, Anton Beck and certain persons whose names are unknown to your oratrix claim to have some interest in said premises, either as tenants, occupants, judgment creditors or otherwise, the exact nature of which claims or interests your oratrix is unable to state, but whatever the same may be they are inferior to that of your oratrix.

Your oratrix further represents unto your honors that in consequence of the premises aforesaid she is unable to make an amicable settlement with her co-tenants, the defendant Henry H. Gage, nor can they your oratrix and the said Henry H. Gage sell such premises for its adequate value, because of the matters and things alleged and stated aforesaid.

For as much therefore, as your oratrix is without remedy in the premises except in a court of equity, and to the end that the said Frederick R. Wilson, Laura Caulfield, Henry H. Gage, Charles Drabeck, Taylor A. Snow, Hermann Hartmann, Katherine Somers, Henry Larger, Henry Weiman, William Kauffert, Anton Beck, and the unknown owners of or parties in interest of the east half (½) of lot 11, eleven in block fort*h*-three (43) aforesaid, who are made parties defendant to this your oratrix' bill of complaint may be required to make full and direct answer hereto but not under oath,
the oath to their said answers being hereby waived, and that
99 they and each of them may discover and set out what in-
terest if any they or either of them may claim in the said
premises.

The premises considered, your oratrix prays your honors that division and partition may be made of the above described real estate between your oratrix and such of the defendants as shall appear upon the trial of this cause are entitled thereto according to the practice of this court and the statute in such case made and provided, and in case it shall appear that a partition thereof cannot be made without injury to the rights of the parties in interest herein, then that the said premises may be decreed to be sold under the directions of this court and the proceeds of such sale divided among the parties entitled thereto; that the equities or liens of all the parties hereto may be ascertained and determined and by decree of this court properly apportioned as the same may appear to belong; that the rents collected by said defendants may be properly divided among the parties hereto as in equity the same should be apportioned; may the court appoint a receiver to take charge of the said property and to collect the rents thereof and to dispose of the same under the direction of this court; may the title to said property be decreed to be in your oratrix and the said Henry H. Gage as aforesaid, in the proportion aforesaid; may the court decree that the other parties hereto have no title to said lands; and remove their deeds and claims aforesaid as clouds upon the same, and if it shall appear that they or either of them have any lien or claim thereto apportion the same as the same may properly belong and upon such terms and conditions as are just and equitable. May the court perpetually enjoin the said defendants aforesaid (except said Henry H. Gage) and all persons claiming any interest in said property by, through or under them or either of them, since the commencement of this suit, from asserting or claiming any other or further claim to
or interest in said property than shall be —— [copy il-
100 & 101 legible] and may it please the court to grant unto your
oratrix such other, different and further relief in the
premises as to your honors shall seem meet and agreeable to equity and good conscience.

FANNIE N. DRESSER CRAMER,
By EVERETT R. McFADDEN,
Her Solicitor.

EVERETT R. McFADDEN,
Solicitor for Fannie N. Dresser Cramer.

102 And afterwards to-wit: on December 22nd, A. D. 1900, there was filed in the office of the clerk of said court a certain answer which is in the words and figures as follows, to-wit:—

103 STATE OF ILLINOIS, } ss:
Cook County, }

In the Superior Court of Cook County. In Chancery.

The Answer of Frederick R. Wilson, Defendant, to the Amended Bill of Complaint Filed Herein on June 29th, 1900.

This defendant, reserving to himself all right of exceptions to the said amended bill of complaint, for answer thereto, says:—

First. Denies that the said complainant Fannie Dresser Cramer, or the said Lilly Belle Dresser, or her grantee, or any or either of them, or persons claiming by or through them, or either of them, is or are now, or ever was or were the owner or owners in fee of the property described in said amended bill, or any part thereof, or any interest therein, or in any part thereof, as charged in said amended bill.

Second. Neither admits or denies the allegations with reference to the several conveyances mentioned on pages two, three and four of said amended bill; but as to those several conveyances, defendant prays strict proof thereof, if the same shall be deemed material.

Third. Neither admits or denies that said Henry H. Gage is the owner of the several tax deeds described in the last paragraph on page four of said amended bill, as alleged therein, but defendant avers that the interest of said Gage, if any he has by virtue of such tax deeds upon said property, is inferior and subject to the title and interest of this defendant.

Fourth. Admits that on or about August 30th, 1878, this defendant was adjudged a bankrupt in the United States district court, and that said Robert E. Jenkins was appointed the assignee of this defendant in such bankruptcy proceedings, and that this defendant executed to said assignee a deed of assignment.

104 Fifth. Admits that on or about the 6th day of July, 1877, this defendant executed a deed of conveyance of said property to Julia Wilson, now deceased, but defendant denies that said deed was in the nature of a trust deed as charged in said amended bill; denies that said deed of conveyance was a deed of trust, or that the same was given by this defendant or received or held by said Julia Wilson as security for any indebtedness due her from this defendant; denies that this defendant had any interest in or title to said property at the time of the delivery or execution of said deed of assignment to said Robert E. Jenkins, as charged in said bill.

Sixth. Defendant avers that the said deed of conveyance to Julia Wilson was an absolute quit claim deed and conveyed, and was intended to convey to her all the interest, right and title which this defendant had in and to said property.

Seventh. Defendant further avers that he obtained a deed to said property from the city of Chicago, in the year 1864; that he thereupon immediately, entered into possession of said property under said deed, and remained in the actual, continuous, open and notorious possession thereof from thence until the time of the execution of said deed of conveyance to said Julia Wilson; that while thus in possession of said property this defendant paid all taxes and assessments levied against the same, for more than seven consecutive years next succeeding, following the receipt of his deed from said city of Chicago, aforesaid, and that at the time of the delivery of the said deed to Julia Wilson, this defendant was the owner of said property in fee simple. That thereafter, by virtue of said deed to her from this defendant, the said Julia Wilson entered into the possession of said property, and then became and was the sole owner of said property in fee simple, and that from thence until the time of her death, which occurred on December 15th, 1887, she continued in the open, actual and exclusive possession thereof, maintaining the improvements thereon, and paying the taxes levied against the same.

105 Eighth. That upon the death of said Julia Wilson, the title and ownership in fee simple of said property again became vested in this defendant, by virtue of the devise to him contained in the last will and testament of said Julia Wilson, and also by reason of the fact that this defendant is and was the sole heir at law of said deceased; that since the death of said Julia Wilson, this defendant has continued to own said property, and has during all said times continued to remain in possession of the same, and maintaining improvements thereon, and that he is now the sole owner of said property and that the title to said property is in this defendant in fee simple.

Ninth. Defendant further avers that he and his said grantee, and devisor, Julia Wilson had been in the open, notorious, actual and adverse possession of said property for over twenty years prior to the filing of the original bill of complaint in this cause.

And this defendant further answering, denies that the complainant is entitled to the relief, or any part thereof, in the said bill demanded; and prays to be dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

FREDERICK R. WILSON, *Defendant,*
By GEO. GILLETTE, *His Solicitor.*

GEO. GILLETTE,
Solicitor for said Def't.

106 And afterwards to-wit: on January 8th, A. D. 1901, there was filed in the office of the clerk of said court a certain replication which is in the words and figures as follows, to-wit:—

107 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County. In Chancery.

FANNIE N. DRESSER CRAMER }
vs. } G. N. 114,455, Term No. 5057.
FREDERICK R. WILSON ET AL., }

The Replication of Fannie N. Dresser Cramer, Complainant, to the Answer of Frederick R. Wilson, Defendant.

This repliant, saving and reserving unto herself, all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, says: That she will aver and prove her said bill to be true, certain and sufficient in the law to be answered unto; and that the said answer of the defendant is uncertain, untrue and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained material, or effectual in law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays as in and by her said bill she has already prayed.

FANNIE N. DRESSER CRAMER,
By EVERETT R. McFADDEN, *Her Solicitor.*

EVERETT R. McFADDEN,
Solicitor for the Complainant.

108 And afterwards to-wit: on February, 19th, A. D. 1901, there was filed in the office of the clerk of said court a certain answer which is in the words and figures as follows, to-wit:—

109 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County.

FANNY N. CRAMER }
vs. } 114,455. Chancery. 5067.
FREDERICK R. WILSON ET AL. }

The Separate Answer of Taylor A. Snow, One of the Defendants, to the Amended Bill of Complaint Filed Herein June 29th, 1900.

This defendant, saving all benefit of exceptions, for answer to said bill and amended bill, says, that heretofore the bill in this cause was amended so as to bring before the court Robert E.

Jenkins, Esq., assignee in bankruptcy of Frederick R. Wilson, a bankrupt, and that thereupon the said assignee in bankruptcy filed his answer herein alleging that he was the assignee in bankruptcy of Frederick R. Wilson one of the defendants herein, a bankrupt, and that as such assignee in bankruptcy of said Frederick R. Wilson, said bankrupt, all of the interest which the said Frederick R. Wilson had in and to the real estate mentioned in said bill of complaint was vested in him, said assignee and had continued to remain in and was still held by him, and this defendant says that after said assignee had filed said answer in said bill he sold and conveyed the said real estate to this defendant and executed to this defendant his deed thereto, which deed has been duly recorded in Cook county, and this defendant says that by virtue of the proceedings authorizing and directing the execution of said deed to him, and the execution and delivery thereof to him, he, this defendant became possessed of all the interest of the said assignee in bankruptcy and also of said Frederick R. Wilson, said bankrupt, in and to said real estate; and this defendant prays that the said answer of the said defendant, Robert E. Jenkins, the assignee in bankruptcy as aforesaid of said Frederick R. Wilson, may be considered and regarded as a part of this 110 answer, and may be taken and read as though the same were here inserted in *hæc verba*.

For a further answer this defendant says that since the date when the said Robert E. Jenkins, assignee as aforesaid, filed his answer herein as aforesaid, he, the said assignee applied to the court which appointed him and which had jurisdiction over the bankruptcy proceedings of the said Frederick R. Wilson bankrupt as aforesaid, as well as jurisdiction over the said bankrupt the said Frederick R. Wilson, to-wit:—the district court of the United States for the northern district of the State of Illinois, and obtained from said court an order directing him, said assignee, to sell in a certain way and manner by said order designated, and at a certain time therein mentioned, all of the interest which he the said assignee had in and to said real estate, as well as all of the interest of the said bankrupt the said Frederick R. Wilson and that, in accordance with the express order and direction of the said district court of the United States for the northern district of the State of Illinois as aforesaid, the said Robert E. Jenkins, the said assignee, did sell at public vendue, at the place appointed by him under said order of said court, all of the interest of the said assignee in bankruptcy and the said bankrupt as aforesaid, to this defendant for the consideration of two hundred and fifty (250) dollars which this defendant then and there duly paid to said assignee, and this defendant says that subsequently the said assignee duly reported the said sale to this defendant as aforesaid to the said district court of the United States for the northern district of Illinois, when and where the said report was in all things duly approved and confirmed and the said assignee directed to consummate said sale and to execute to this defendant a deed to said property, and this defendant says that,

thereupon, the said Robert E. Jenkins, said assignee as aforesaid, of
said Frederick R. Wilson, bankrupt as aforesaid, duly executed and
delivered to this defendant his deed conveying as aforesaid the said
property to this defendant for the consideration of two hundred
and fifty (250) dollars, which said deed bears date the 22nd day of
July, A. D. 1889, and is duly recorded in the recorder's office
111 of Cook county, Illinois, in Book 2713 of Records ar page
159, on the 25th day of July, A. D. 1889.

And this defendant further answering says that thereafter, on the
seventeenth day of September, A. D. 1889, the said Frederick R,
Wilson filed in the said district court of the United States in and for the
northern district of Illinois his certain petition under oath complaining
that said premises had been sold without notice to him,
and that they had been sold for an inadequate consideration, and
that the lands had been acquired by him after his discharge in
bankruptcy and were therefore not subject to sale by said assignee
in bankruptcy; and thereupon this defendant was notified to appear
and defend sais petition, and did appear and defend, and the cause
being set for trial evidence was introduced by both parties, and
hearing of the matters at issue was had before the court, and such
proceedings were had that thereafter, on to-wit the sixth day of
November, A. D. 1889, said petition was overruled and the prayer
thereof was denied, and said sale was in all things confirmed.

112 And this dafandant further says that by virtue of all the
proceedings of said district court and the deed aforesaid, this
defendant became the owner of the said lands and real estate to the
same extent as the said Robert E. Jenkins assignee in bankruptcy of
the said Frederick R. Wilson bankrupt as aforesaid was possessed
thereof, and that by virtue of said deeds and proceedings as aforesaid,
all of the right, claim or interest of whatsoever nature the same
might have been of the said Frederick R. Wilson as aforesaid became
and was thereupon vested in this defendant, and that the said
Frederick R. Wilson thereupon ceased to have any claim or interest
thereto.

And this defendant says that having now fully answered all the material allegations in the said complainant's said amended bill of complaint contained, or contained in any of the averments thereof, he prays that this court may consider all of the issues involved herein, and enter such a decree in the premises as upon the hearing thereof shall seem meet and proper, and as shall carry into execution the rights of all the parties hereto, and as shall determine all the conflicting interests in the real estate here involved, and as shall subserve the provisions of the statutes of Illinois in relation to partition proceedings, and that, by a decree of this court this defendant's interest and title in and to the real estate mentioned and described in said amended bill may be adjudged fixed and determined, and as in duty bound this defendant will ever pray.

TAYLOR A. SNOW,
By CHILDS & HUDSON,
His Attorney.

113 And on to-wit: on February 19th, A. D. 1901, there was filed in the office of the clerk of the said court a certain answer which is in the words and figures as follows, to-wit:—

114 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County.

FANNIE N. DRESSER CRAMER }
vs. } 114,455, 5067.
FREDERICK R. WILSON ET AL. }

The Answer of Henry H. Gage to the Amended Bill of Complaint of Fannie N. Dresser Cramer, Filed Herein June 29th, 1900.

This defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of exception or otherwise which can or may be had or taken to the many errors, uncertainties and other imperfections in the complainant's said amended bill of complaint contained, for answer thereto, or to so much and such parts thereof as this defendant is advised it is or may be material or necessary for him to answer unto, answering says:

That it may be true, as alleged in said amended bill of complaint, that, at the time of the filing of the original bill of complaint herein, said complainant and Lilly Belle Dresser were the owners of such title to the real estate mentioned and described in said amended bill of complaint as might have been derived by mesne conveyances from the Government of the United States of America; and admits the execution and delivery of the deed from the complainant to Lilly Belle Dresser, dated and recorded January 31st, 1888, as alleged in said amended bill of complaint; admits further the execution and delivery of the deed from said Lilly Belle Dresser to this defendant, dated July 4th, 1889, and recorded October 19th, 1889; and admits that through and by said conveyances this defendant became vested with the undivided one-third of all right, title and interest in and to such lands coming through or by mesne conveyances from the Government of the United States; but this defendant says that such title is cut off and extinguished by
115 virtue of this defendant's other title mentioned in said amended bill of complaint, and more fully hereinafter set out.

Further answering said amended bill of complaint, this defendant admits that he has independent sources of title evidenced by tax deeds, as alleged in said amended bill of complaint, but denies the allegation that neither of said deeds is of any valid effect as title; and denies that they are of value merely to secure to this defendant the amount of money which he has paid for taxes thereon and subsequently thereto, with interest upon said sums; and denies that said complainant ever tendered or offered to pay to the said Gage said sum of money, or any portion thereof; and denies that said tax deeds or either of them are a cloud upon the title of complainant; and denies that the complainant has any right of relief against him as prayed in said bill; on the contrary thereof this defendant says that his titles and each of them, and the tax deeds evidencing the same and each of them, and the proceedings whereon they are based are each regular and valid, and are each matters of public record in Cook county, and are each well known to the complainant.

Further answering said amended bill of complaint this defendant admits that Frederick R. Wilson, defendant herein, was on or about the 31st day of August, 1878, adjudged a bankrupt in the United States district court for the northern district of Illinois; admits that thereafter Robert E. Jenkins was duly appointed assignee in bankruptcy of said Frederick R. Wilson, and that afterwards said Jenkins duly qualified as such assignee and entered upon the discharge of his duties as such; that afterwards a deed of assignment was made to said Jenkins, whereby all of the personal and real property in which he, the said Frederick R. Wilson, was in any manner interested became vested in said Jenkins as such assignee.

This defendant further answering admits that prior to said assignment, said Frederick R. Wilson had executed a deed of said property to Julia Wilson, now deceased; and admits that said deed was in the nature of a trust deed only; admits that the equity
116 of redemption and claim to the property passed to and vested in said Robert E. Jenkins by the assignment aforesaid; admits that said Julia Wilson had no interest in said property except as security for said alleged indebtedness, and that the interest or claim of the said Frederick R. Wilson became and was at once vested, by reason of said deed of assignment, in the said Robert E. Jenkins, as assignee in bankruptcy; and admits that said indebtedness to Julia Wilson so secured has long since been fully paid, released and satisfied; admits that said Robert E. Jenkins, as such assignee of the said Frederick R. Wilson, conveyed and sold the claim of said Frederick R. Wilson therein to one Taylor A. Snow, a defendant herein; that thereafter, on the 17th day of September, A. D. 1889, said Frederick R. Wilson filed his petition in the said district court of the United States seeking to have said sale set aside, and thereupon the said Taylor A. Snow appeared and defended, evidence was introduced and a hearing had thereon, and on the 6th day of November, 1889, said petition was overruled and the relief therein prayed was denied. Admit- that said Taylor A. Snow acquired by said assignee's deed whatever interest or claim said Frederick R. Wilson or Julia Wilson had in said premises, whether by reason of any tax deeds or by reason of possession or occupation of said lands under pretended color of title; but deny that said Frederick R. Wilson, or Robert E. Jenkins as his assignee in bankruptcy, or Julia Wilson as his

grantee, or Taylor A. Snow, as grantee of said assignee, have in fact any valid or subsisting claim on said premises, whatever.

For further answer this defendant says that he is the owner of said real estate in fee simple, under and by virtue of divers conveyances through the following sources of title; *first*, by virtue of a tax deed, dated October 30th, 1876, to Annie Lewis Beeson, recorded October 30th, 1876, in the recorder's office of Cook county, in Book 647 at page 519; *second*, a tax deed, dated November 12th, 1877, to Strother M. Beeson recorded as aforesaid, November 23rd, 1877, in Book 688 of Records at page 180; *third*, by a tax deed, dated December 5th, 1878, to said Strother M. Beeson and recorded as aforesaid
December 11th, 1878, in Book 846 of Records at page 543;
117 *fourth*, by a tax deed to said Strother M. Beeson, dated
December 5th, 1878, and recorded December 11th 1878, in Book 852 of Records at page 165.

Fifth. A tax deed, dated November 28th, 1881, to Asahel Gage, recorded as aforesaid, November 29th, 1881, in Book 1157 of Records at page 98, and

Sixth. A tax deed, dated November 30th, 1881, to Asahel Gage and recorded as aforesaid, December 1st, 1881, in Book 1159 of Records at page 84; and this defendant says that each of said deeds are matters of public record and are well known to the said complainant, and this defendant says that the said complainant has charged no irregularity in either or any of said sources of title wherein to base the relief claimed in said bill of complaint, and this defendant claims the same benefit and advantage herein and hereby as though he had pleaded the matter aforesaid in bar to the relief prayed by said bill against him.

For a further answer to said amended bill of complaint, this defendant says that he is the owner in fee simple of the land and real estate aforesaid, by virtue of and through each of the tax deeds aforesaid, and that the said complainant and this defendant's said co-defendants, the said Lilly Belle Dresser, Julia Wilson, Charles Drabek and Laura Caulfield and the said Frederick R. Wilson, above named, have no claim of title thereto, as against this defendant, but that their claim of title to said property exists *not* only as a cloud upon this defendant's title to said land, and this defendant prays that the court may decree the title to be in him, in accordance with the statute in relation to partitions and the practice of this court in this behalf provided and established, without the intervention of a cross bill; without this, that there is any other matter, cause or thing in said complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto and not herein and hereby well and sufficiently answered, traversed and avoided, confessed and denied, is true to the knowledge and belief of this defendant, all of which matters and things, this defendant is
ready and willing to aver, maintain and prove, as this hon-
118 orable court shall direct, and he humbly prays to be hence
dismissed as a defendant to said bill, and to be granted affirm-

ative relief upon his answer herein, as he is, by the statute and practice of this court entitled to receive.

CHILDS & HUDSON,
Sol'rs for said Def't.

119 And afterwards to-wit: on February 19th, A. D. 1901, there was filed in the office of the clerk of said court a certain replication which is in the words and figures as follows, to-wit:—

STATE OF ILLINOIS, }
Cook County, } *ss:*

In the Superior Court of Cook County, February Term, A. D. 1901.

FANNY N. DRESSER CRAMER }
vs. } In Chancery.
FREDERICK R. WILSON ET AL. }

The replication of Fanny N. Dresser Cramer, complainant, to the answer of Frederick R. Wilson to the amended bill of complaint which was filed herein June 29th, 1900.

February 19, 1901, filed.

This repliant, saving and reserving to herself now and at all times hereafter, all and all manner of advantage of exception which may be had or taken to the manifold insufficiencies of the said answer of the said defendant for replication thereunto, says: That she will aver, maintain and prove her bill of complaint to be true, certain and sufficient in the law, to be answered unto; and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law, to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed, or denied, is true. All which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays, as in and by her said bill she has already prayed.

EVERETT R. McFADDEN,
Solicitor for Complainant.

[Endorsed :] Gen. No. 114455 Term No. 5069 Superior court, of Cook county. Fanny N. Dresser Cramer *vs.* Frederick R. Wilson *et al.* Replication. Filed Feb. 19, 1901. John A. Linn clerk. Everett R. McFadden, solicitor for complainant.

120 And on to-wit: on February 19th, A. D. 1901, there was filed in the office of the clerk of said court a certain replication which is in the words and figures as follows, to-wit:

STATE OF ILLINOIS, } *ss:*
Cook County, }

In the Superior Court of Cook County, —— Term, A. D. 190–.

FANNY N. DRESSER CRAMER }
vs. } In Chancery.
FREDERICK R. WILSON. }

The replication of Fanny N. Dresser Cramer, complainant, to the answer of Taylor A. Snow to the amended bill of complaint which was filed herein June 29th, 1900.

Feb. 19, 1901, filed.

This replicant, saving and reserving to herself now and at all times hereafter, all and all manner of advantage of exception which may be had or taken to the manifold insufficiencies of the said answer of the said defendant for replication thereunto, says: That she will aver, maintain and prove her bill of complaint to be true, certain and sufficient in the law, to be answered unto; and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law, to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed, or denied, is true. All which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays, as in and by her said bill she has already prayed.

EVERETT R. McFADDEN,
Solicitor for Complainant.

[Endorsed:] Gen. No. 114455 Term No. 5069 Superior court, of Cook county. Fanny N. Dresser Cramer, *vs.* Frederick R. Wilson *et al.* Replication. Filed Feb. 19 1891. John A. Linn clerk. Everett R. McFadden, solicitor of complainant.

121 And on to-wit: on February, 19th, A. D. 1901, there was filed in the office of the clerk of said court a certain replication which is in the words and figures as follows, to-wit:

STATE OF ILLINOIS, } *ss:*
Cook County, }

In the Superior Court of Cook County, February Term, A. D. 1901.

FANNY N. DRESSER CRAMER }
— } In Chancery.
—— ——. }

The replication of Fanny N. Dresser Cramer, complainant, to the answer of Henry H. Gage to the amended bill of complaint which was filed herein June 29th, 1900.

Feb. 19, 1901, filed.

This repliant, saving and reserving to herself now and at all times hereafter, all and all manner of advantage of exception which may be had or taken to the manifold insufficiencies of the said answer of the said defendant for replication thereunto, says: That she will aver, maintain and prove her bill of complaint to be true, certain and sufficient in the law, to be answered unto; and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law, to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed, or denied, is true. All which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays, as in and by her said bill she has already prayed.

EVERETT R. McFADDEN,
Solicitor for Complainant.

[Endorsed :] Gen. No. 114455 Term No. 5069 Superior court of Cook county. Fanny N. Dresser Cramer *vs.* Frederick R. Wilson *et al.* Replication. Filed Fy. 19, 1901 John A. Linn, clerk. Everett R. McFadden solicitor for complainant.

122 And afterwards to-wit: on April 5th A. D. 1901 there was filed in the office of the clerk of said court a certain amendment to answer which is in the words and figures as follows to-wit:

123 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court. In Chancery.

FANNIE N. DRESSER CRAMER }
vs. } 5067. 114,455.
FREDERICK R. WILSON E- AL. }

Amendment.

Now comes the defendant, Frederick R. Wilson, by George Gillette, his solicitor, leave of court being this day first had and obtained, and amends his answer filed herein to said amended bill for partition, as follows, that is to say, by striking out the last paragraph in said answer, and inserting in the place thereof, the following, viz:—

"And this defendant denies that the said complainant is entitled to the relief, or any part thereof, in her said bill demanded. This defendant further says that if it be true that the defendant Henry H. Gage is the owner of the several tax deeds referred to in said amended bill, as alleged therein, then this defendant charges the fact to be that neither of said tax deeds is of any valid effect as title to said land, but are of value merely to secure to the holder thereof the amount of money paid out for taxes thereon together with lawful interest upon the same, which sums of money this defendant stands ready and willing and hereby offers to pay to the holder of such tax deeds; and this defendant says that the said tax deeds are and each of them is a cloud upon the title of this defendant to said land, and the same ought to be removed and cancelled.

This defendant further answering says that neither the said complainant, or the said defendants have any claim of title to the said lands as against this defendant, but that their claim of title exists only as a cloud upon the title of this defendant to said land, which in equity ought to be removed and cancelled, and this defendant prays that the court may decree the title to be in him, in accordance to the statute in relation to partition proceedings, and the practice of this court in this behalf, without the intervention of a cross bill, and that this defendant may be granted such affirmative relief upon his answer herein, as he is, by statute and the practice of this court, entitled to receive.

GEORGE GILLETTE,
Solicitor for said Defendant.

124 And afterwards to-wit: on May 31st A. D. 1901 there was filed in the office of the clerk of said court a certain cross-bill which is in the words and figures as follows to-wit:

125 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County.

FANNY N. D. CRAMER }
vs. } 114,455. Chancery.
F. R. WILSON ET AL. }

Your orator, Taylor A. Snow, of the city of Chicago, county of Cook and State of Illinois, represents unto your honors that on the fifteenth day of October, 1888, Fanny N. Dresser Cramer, one of the defendants hereinafter named, exhibited in this court her bill of complaint, against Frederick R. Wilson and this complainant, asking for a partition of the east half of lot eleven in block forty-three in Canal Trustees' new subdivision in the east fraction of the south east quarter of section twenty-one, township thirty-nine, range fourteen east of the third principal meridian, and thereafter your orator filed his answer to said bill of complaint.

Your orator further shows unto your honors that on the sixth day of July, 1877, Frederick R. Wilson had or claimed some interest in said lands by way of tax deed from the city of Chicago, or otherwise. That on said last named date said Frederick R. Wilson executed a certain deed, purporting to convey said property together with some 110 other pieces of property in the city of Chicago, to one Julia Wilson; but in fact said defendant, Frederick R. Wilson, retained a secret interest in said land; that said pretended quit-claim deed was in reality a trust deed and not an actual conveyance, and said Frederick R. Wilson still remained the real owner of said land; that said grantee was the sister of the grantor; that the alleged consideration in said deed was only two thousand dollars, whereas the lands herein in dispute were alone *not* worth not less than six thousand dollars, and the value of the whole property described in said pretended deed was largely in excess of the recited consideration thereof; that the real consideration for said deed was the promise by the grantee to reconvey said premises to said Frederick R. Wilson upon the payment by him of a small indebtedness to, said grantee; that said Frederick R. Wilson in truth and in
126 fact remained the real owner of said premises after the date of the said deed to his sister; that he remained in possession the-of after said date, and made leases of said premises in his own name, collected and retained the rents therefor, and his said sister had nothing whatever to do with said premises till long after certain bankruptcy proceedings hereinafter set forth more particularly.

Your orator further shows that at the date of said deed from Freder- R. Wilson to his said sister, the said pretended grantor was insolvent; that he was greatly indebted to divers persons, among whom was one George A. Severns, who had a suit then pending against said *Frederick R. Wilson* in the superior court of Cook county, to wit, July 6th, 1877, the date of said deed; that on July 14th, 1877, and only eight days after the date of said deed, judgment was rendered against the said *Frederick R. Wilson* in said suit of George A. Severns, for the sum of one thousand dollars, and certain interest then due, and that said deed from Frederick R. Wilson to his sister was given for the express and fraudulent purpose of hindering and delaying the said George A. Severns and other creditors of said *Frederick R. Wilson* in collecting their claims against him; that in pursuance of said fraudulent intent all of the property of said *Frederick R. Wilson*, was, by this deed, placed in the name of his said sister, Julia Wilson, although said sister then paid no consideration therefor whatever and the small indebtedness of said *Frederick R. Wilson* to her was already amply secured to her by certain other trust deeds, absolute in form, but really mortgages only, set forth in detail in the cross bill of Julia Wilson, filed in the suit of Julia Wilson against Frederick R. Wilson, pending in the superior court of Cook county at the December term, A. D. 1877, as case No. 2171, which said sworn cross bill, or a copy thereof ready to be produced, your orators prays may be considered a part of this bill of complaint.

Your orator further shows unto your honors that the said Julia Wilson was, at the date of said deed and from then down to the date of her death in 1887, an invalid, confined to her bed, residing in the State of New Jersey, and that she at no time during the entire
period set foot within the State of Illinois; that she gave no
127 instructions whatever to said Frederick R. Wilson, who pre-
tended to act as her agent, and never received or handled
said pretended deed, and never knew of the existence of the same till long after the bankruptcy proceedings mentioned, and that said deed was not recorded for over eight years after its pretended date; that the whole scheme of making said pretended deed, making it in the form of a deed absolute, when in fact it was merely a trust deed, keeping it from the records and going into bankruptcy was and were merely for the purpose of cheating, defrauding, hindering, and delaying the creditors of said Frederick R. Wilson, including said George A. Severns.

Your orator further shows unto your honors that on or about the 30th day of August, 1878, said Frederick R. Wilson filed his petition in bankruptcy in the district court of the United States, for the northern district of Illinois, and was thereafter adjudged a bankrupt, and Robert E. Jenkins was appointed his assignee; that said bankrupt carefully and successfully concealed his interest in said land till after the filing of the bill of complaint herein, when he filed his sworn plea in this suit April 18th, 1888, stating under oath that said deed was in the nature of a trust deed, and thereafter December 3rd, 1888, Justin Chancellor, the solicitor for said Frederick R. Wilson, filed herein his affidavit that he drew said plea and that the same was filed in this case, and that a copy thereof attached to his affidavit was a true copy, the original having been lost.

That thereupon, after the disclosure by said affidavits, that said Frederick R. Wilson retained a secret interest in said lands by the terms of his pretended conveyance to his sister, said judgment creditor, said George A. Severns, petitioned the district court of the United States, wherein said petition in bankruptcy had been filed, asking that the interest of said Frederick R. Wilson in said lands be sold to satisfy the claim of George A. Severns, and thereupon such proceedings were had that said assignee in bankruptcy did sell and this defendant did purchase the right, title, interest and claim of the said Frederick R. Wilson, and now holds and owns the same.

Further this complainant says that there was never any foreclosure by said grantee of the said trust deed, nor was there ever any 128 further or other conveyance by said Frederick R. Wilson to his said sister, either before or after his going into bankruptcy, but that said Frederick R. Wilson retained his secret interest in said lands until he filed his petition in bankruptcy, when his interest passed to his assignee in bankruptcy.

Wherefore your orator asks that the said pretended deed from Frederick R. Wilson to Julia Wilson, recorded March 14th, 1885, may be set aside and for nothing esteemed, and that the said Frederick R. Wilson, Julia Wilson, and all persons claiming by, through or under them or either of them since the commencement of this suit, may be forever enjoined from asserting or claiming any interest thereunder, and that the title to said lands may be decreed to be in this complainant.

CHILDS & HUDSON,
Sol's for the Def't Snow, Cross-complainant.

Filed, May 31, 1901.

JOHN A. LINN, *Clerk.*

129 And afterwards to-wit: on August 29th, A. D. 1902, there was filed in the office of the clerk of said court a certain plea which is in the words and figures as follows, to-wit:—

130 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County.

FREDERICK R. WILSON
ads.
FANNY DRESSER.

The Plea of Frederick R. Wilson to the Bill of Complaint of Fanny N. Dresser, the Complainant.

This defendant, by protestation, not admitting or acknowledging all or any of the matters set forth in said bill of complaint, in

manner and form as therein set forth, pleads to the said bill, and for his plea in this behalf says, that the defendant Julia Wilson by virtue of a certain deed made and executed by this defendant July 6th 1877, had title to the said property until the day of her death, which occurred on the 15th day of December, 1887; that said deed was in the nature of a trust deed; that for more than twelve years prior to the giving of the said deed to Julia Wilson by this defendant he, this defendant, was in the actual, notorious, continued and open possession of said property described in the bill of complaint; that from and after the making of said deed to Julia Wilson, she went into possession of the said property, and continued in the actual, notorious and uninterrupted possession thereof, until the day of her death, at which time it came back to this defendant by virtue of the last will and testament of Julia Wilson, aforesaid, and further by virtue of this defendant being the brother and only heir at law of said decedent, Julia Wilson, and who has since said time held the actual notorious and open possession of said property; that for more
than seven years last past this defendant has paid all of the
131 taxes accruing upon said property, and has for more than
twenty years last past constructed, altered and maintained all of the improvements thereon, and is at the present time in the possession of said property, paying the taxes and sustaining the improvements.

FREDERICK R. WILSON.

State of New Jersey, } ss:
County of Monmouth, }

Frederick R. Wilson, being first duly sworn upon his oath says that the foregoing plea by him duly subscribed is true in substance and in fact.

FREDERICK R. WILSON.

Subscribed and sworn to before me this sixteenth day of April, A. D. 1888.

JOHN J. ELY,
[seal.] *Notary Public, New Jersey.*

State of New Jersey, } ss:
County of Monmouth, }

I, James H. Patterson, clerk of the county of Monmouth, and clerk of the court of common pleas of said county, said court being a court of record, do hereby certify that John J. Ely, whose name is subscribed to the jurat of the annexed affidavit, and thereon written, was at the time of taking such affidavit a notary public dwelling in said county, commissioned and sworn, and duly authorized to take the same, and further that I am well acquainted with the handwriting of such notary public, and verily believe the signature to said jurat is genuine.

In testimony whereof I have hereunto set mu hand and affixed the seal of said county and said court, this — day of ——, 188-.

[SEAL.] JAMES H. PATTERSON, *Clerk.*

Filed April 18th 1888.

P. McGRATH, *Clerk.*

132 And heretofore to wit: on July 8th, A. D. 1901, the same being one of the days of the July term of the superior court, the following among other proceedings were had and entered of record in said court, to-wit:—

133 FANNIE N. DRESSER CRAMER, Complainant,
vs.
FREDERICK R. WILSON, HENRY H. GAGE, TAYLOR A. Snow, Laura Caulfield, Charles Drabek, Herman Hartman, Catharine Summers, Henry Larger, Henry Weiman, William Kauffert, Anton Beck, Defendants. } Decree.

This day comes the complainant, Fannie N. Dresser Cramer, formerly Fannie N. Dresser, by Everett R. McFadden, her solicitor, and the defendants, Henry H. Gage, and Taylor A. Snow, by Messrs. Childs & Hudson, their solicitors, and the defendant, Frederick R. Wilson, by George Gillette and D. K. Tone, his solicitors.

And this cause having been brought on to be heard upon the amended bill of complaint, filed herein on June 29th, 1900, taken as confessed by the defendants, Laura Caulfield, Charles Drabek, Herman Hartman, Catharine Summers, Henry Larger, Henry Weiman, William Kauffert and Anton Beck, and upon the respective answers of the defendants, Henry H. Gage, Taylor A. Snow and Frederick R. Wilson, and upon the complainant's replication to said answers, and upon the proofs and exhibits herein, and the testimony taken and exhibited to the court; and the court having heard the arguments of counsel, and being fully advised in 134 the premises, doth find that at the time of the filing of the original bill of complaint herein, to wit, on February 1st, 1888, and at the time of the filing of said amended bill of complaint, to wit, on June 29th, 1900, the land and premises described in said original and amended bill of complaint, to wit, the east half (½) of lot eleven (11) in block forty-three (43), of the Canal Trustees' new subdivision of the fractional southeast quarter (¼) of section twenty-one (21), in township thirty-nine (39), north range fourteen (14), east of the third principal meridian, situate and being in the county of Cook and State of Illinois, were held, possessed and owned in fee simple absolute by the defendant, Frederick R. Wilson.

And the court doth further find that on the 24th day of May, in the year 1864, the said defendant, Frederick R. Wilson, received from the city of Chicago a deed of conveyance of said land and tenements, which deed bears date May 24th, 1864, and was recorded in the recorder's office of said Cook county, on June 10th, 1864, in Book 239 of Deeds, at page!33, as document number 82012; that said deed of conveyance was regular in form and was color of title to said land and tenements in the said Frederick R. Wilson, and was acquired by him in good faith.

And the court doth further find that for at least seven successive years next after obtaining said deed the said Frederick R. Wilson paid all taxes legally assessed on said land and tenements, except a certain special assessment hereinafter mentioned, and that during all of said time, the said Frederick R. Wilson was in the actual, open, notorious, exclusive, adverse and continuous possession of said land and tenements under claim and color of title. But the court finds that there was a special assessment levied upon a portion of said land and tenements for the year 187–, which remained unpaid, and which the said Frederick R. Wilson was legally required to pay in order to become vested with the legal title to said land and tenements by the payment for seven sucessive years of all taxes legally assessed against said property while in the actual possession thereof under claim and color of title, made in good faith.

135 And the court doth further find that from the time said Frederick R. Wilson obtained said deed from the city of Chicago in May, 1864, up to the time of the execution and delivery by him of the deed of conveyance of said land and tenements to Julia Wilson, which deed of conveyance bears date July 6th, 1877, and recorded in the recorder's office of said Cook county on March 14th, 1885, in Book 1617 of Records, at page 94, he, the said Frederick R. Wilson, remained in the actual open, notorious, exclusive, adverse and continuous possession of said land and tenements above described, under claim and color of title; and that from thence up to the time of the death of said Julia Wilson, who departed this life on December 15th, 1887, she, the said Julia Wilson remained in the actual, open, notorious, exclusive, adverse and continuous possession of said land and tenements, under claim and color of title; that the possession of said Frederick R. Wilson and of the said Julia Wilson, was actual, open, notorious, exclusive, adverse and continuous under claim of ownership and color of title, and that such possession of said Frederick R. Wilson, coupled with that of said Julia Wilson, remained and continued for a period of over twenty years prior to the filing of the original bill of complaint herein.

And the court doth further find that prior to the institution of the proceedings in bankruptcy in August, 1878, mentioned in said original and amended bill of complaint, the said Frederick R. Wilson conveyed whatever title and interest he had in said lands and premises above described, to said Julia Wilson, by said deed of conveyance bearing date July 6th, 1877, as aforesaid, and that prior to and at the time of the institution of said bankruptcy proceedings, the said Julia Wilson was in the actual, open, notorious and exclusive possession of said premises, under said deed of conveyance.

And the court doth further find that said deed of conveyance from Frederick R. Wilson to Julia Wilson, bearing date July 6th, 1877,
and recorded as aforesaid, was a conditional sale of the real
136 estate therein described, and conveyed to said Julia Wilson
the title of said Frederick R. Wilson in said real estate, at the time of the execution and delivery of said deed on July 6th, 1877; that within two or three months after the execution and delivery of said deed, as aforesaid, by reason of the failure and inability of said Frederick R. Wilson to comply with the terms and conditions of said sale, entitling him to a re-conveyance of said real estate, and in virtue of the agreement of the parties to said deed, said conveyance ceased to be a conditional sale, and became an absolute sale of said real estate, and the title thereto of said Frederick R. Wilson, and all his interest therein, became and was vested absolutely in said Julia Wilson.

And the court doth further find that upon the death of said Julia Wilson, on December 15th, 1887, the said land and tenements, and all the right, title and interest therein of the said Julia Wilson, passed to and became vested in said Frederick R. Wilson as the only heir-at-law and next of kin of said Julia Wilson, and as the sole devisee under her last will and testament; and that in virtue thereof said Frederick R. Wilson became the sole owner in fee simple absolute of said land and tenements.

And the court doth further find that there has *has* been issued the following tax deeds, conveying, together with other property, the real estate above described, namely:

First. A tax deed from Herman Lieb, county clerk of said county of Cook, to Anne Lewis Beeson, dated October 30th, 1876, and recorded in the recorder's office of said Cook county, on October 30th, 1876, in Book 647 of Records, at pa*h*e 519, as document number 108919.

Second. A tax deed from Herman Lieb, county clerk of said county of Cook, to Strother M. Beeson, dated November 12th, 1877, and recorded in said recorder's office on November 23rd, 1877, in Book 688 of Records, at page 180, as document number 159605.

Third. A tax deed from E. F. C. Klokke, county clerk of said
county of Cook, to said Strother M. Beeson, dated December
137 5th, 1878, and recorded on December 11th, 1878, in said re-
corder's office, in Book 852 of Records, at page 165, as document number 204225.

Fourth. A tax deed from E. F. C. Klokke, county clerk of said county of Cook, to said Strother M. Beeson, dated December 5th, 1878, and recorded in said recorder's office, on December 11th, 1878 in Book 846 of Records, at page 1543, as document number 204221.

Fifth. A tax deed from E. F. C. Klokke, county clerk of said county of Cook, to Asahel Gage, dated November 28th, 1881, and recorded in said recorder's office, on November 29th, 1881, in Book 1157, at page 98, as document number 361525.

Sixth. A tax deed from E. F. C. Klokke, county clerk of said county of Cook, to said Asahel Gage, dated November 30th, 1881, and recorded in said recorder's office on December 1st, 1881, in Book 1159 of Records, at page 84, as document number 361786.

And the court doth further find that the defendant, Henry H. Gage, has acquired by recorded deeds of conveyance, and is now the legal holder and owner of whatever title or interest in the real estate above described, which was conveyed to the said Strother M. Beeson, Anne Lewis Beeson and Asahel Gage, by the several tax deeds above described.

And the court further finds that said tax deeds, in so far as they relate to the said real estate above described, are, and each of them is, irregular, invalid, illegal and void, and that no title passed in virtue thereof, and as a cloud upon the title of said Frederick R. Wilson, to said real estate above described, the same ought to be removed and cancelled.

And the court finds that the several amounts paid by the said purchasers at the tax sales upon which were issued and procured the several tax deeds above described, in so far as they relate to the said real estate in question, aggregates the sum of two hundred and twenty dollars and nine cents ($220.09), and that the interest thereon at the rate of six per cent. per annum from the date of such tax
sales, respectively, to the time of the entry of this decree,
138 aggregates the sum of three hundred and twenty-three dollars
and seventy-six cents ($323.76), making a totle of principal
and interest at aforesaid of the sum of five hundred and forty-three dollars and eighty-five cents ($543.85).

And the court further finds that the said defendant, Henry Gage, has heretofore paid, or caused to be paid, certain taxes and special assessment levied or assessed against the said land and real estate above described; that the dates of such payments, and also the respective amounts thereof, including interest thereon at the rate of six per cent. per annum from the respective dates of such payments to the time of the entry of this decree, are as follows, to wit:

Date.	Amount.	Interest.	Total.
Jan. 26, 1880	$4.65	$5.99	$10.64
Apr. 9, 1885	17.50	17.23	34.73
Dec. 8, 1883	53.05	56.00	109.05
Dec. 4, 1882	55.42	61.79	117.21
Dec. 24, 1884	56.06	56.06	112.12
May 14, 1884	200.82	206.84	407.66
Dec. 6, 1886	56.41	49.35	105.76
Dec. 11, 1888	54.41	41.07	95.48
Dec. 27, 1889	57.16	40.01	97.17
Jan. 8, 1891	70.83	44.62	115.45
Dec. 21, 1891	73.41	42.02	115.43
Apr. 19, 1894	74.53	32.22	106.75
Apr. 3, 1895	76.11	28.53	104.64
Totals	$850.36	$681.73	$1532.09

And the court also finds that the several holders of the tax deeds above described, or the holders of the certificates of sales upon which were issued such tax deeds other than said Henry H. Gage, paid or caused to be paid certain taxes and special assessments levied or assessed against said land and real estate above described; that the dates of such payments, and also the respective amounts 139 thereof, including interest thereon at the rate of six per cent. per annum from the respective dates of such payments to the time of the entry of this decree, are as follows, to wit:

Date.	Amount.	Interest.	Total.
Aug. 27, 1873	$4.56	$7.62	$12.18
May 22, 1874	36.95	60.22	97.17
May 22, 1874	24.95	40.67	65.62
Oct. 21, 1875	60.88	93.90	154.78
Nov. 11, 1876	4.21	6.23	10.44
Sept. 3, 1877	4.39	6.27	10.66
Oct. 8, 1878	62.58	85.41	147.99
Apr. 8, 1880	123.37	157.29	280.66
July 26, 1881	58.80	70.56	129.36
Dec. 6, 1881	56.52	66.40	122.92
May 22, 1874	17.05	27.79	44.84
May 22, 1874	61.20	99.75	160.95
June 26, 1874	3.06	4.95	8.01
Totals	$518.52	$727.06	$1245.58

And the court doth further find that the said defendants, Taylor A. Snow, acquired no title or interest in the land and real estate above described, by the deed of conveyance thereof from Robert E. Jenkins, assignee in bankruptcy of the estate and effects of said Frederick R. Wilson, which deed bears date July 22nd, 1889, and was recorded in the recorder's office of said Cook county, on July 25th, 1889, in Book 2713 of Records, at page 159, as document number 1133098.

And the court doth further find that Lilly Belle Dresser, deceased, acquired no title or interest in said land and real estate above described, by deed of conveyance thereof from Fannie N. Dresser, dated January 31st, 1888, and recorded in said recorder's office, on January 31st, 1888, in Book 2305 of Records, at page 420, as document number 918488; and that the said Henry H. Gage acquired no title or interest in said land and real estate, by deed of conveyance 140 thereof from said Lilly Belle Dresser, dated June 4th, 1889, and recorded in said recorder's office, on October 19th, 1889, in Book 2797 of Records, at page 137, as document number 1172861.

And the court finds that at the time of the filing of the original bill of complaint herein, and also at the time of the filing of said amended bill of complaint, the said complainant, Fannie N. Dresser Cramer, formerly Fannie N. Dresser, and the said defendants Henry H. Gage, Taylor A. Snow and Laura Caulfield, had no title or interest in said premises above described as against the title and interest of the said defendant, Frederick R. Wilson.

And the court also finds that at the time of the filing of said original bill of complaint, the defendants, Charles Drabek, Herman Hartman, Catharine Summers, Henry Larger, Henry Weiman, William Kauffert and Anton Beck, were interested in said described land and real estate as tenants to or parties in possession under said Frederick R. Wilson, and to that extent only, and that such interest has long since been determined and ceased to exist, except that the defendant, Anton Beck, still remains in possession of a portion of said premises as a tenant to and holding under the said Frederick R. Wilson.

It is therefore ordered, adjudged and decreed that at the time of the filing of the original bill of complaint herein, and at the time of the filing of said amended bill of complaint, the said Frederick R. Wilson had the title to and was the legal and sole owner in fee simple absolute of said lands and tenements, to-wit; the east half (½) of lot eleven (11) in block forty-three (43), of the Canal Trustees' new subdivision of the fractional south east quarter (¼) of section twenty-one (21), in township thirty-nine (39) north, range fourteen (14), east of the third principal meridian, situate and being in the county of Cook and State of Illinois.

It is further ordered, adjudged and decreed, that the said Frederick R. Wilson, shall pay or cause to be paid to the said defendant, Henry H. Gage, or to his solicitors herein, the principal sum 141 of three thousand one hundred and sixty-two dollars and sixty-two cents ($3162.62) with interest thereon at the rate of five per cent. per annum from the date of the entry of this decree until paid, said principal sum of three thousand one hundred and sixty-two dollars and sixty-two cents ($3162.62) being the amount so found above as having been paid for taxes, special assessments and at the several tax sales, for which were issued the several tax deeeds hereinbefore described, with interest thereon at the rate of six per cent. per annum from the respective dates of such payments to July 1st, 1891, and with interest thereon at the rate of five per cent. per annum from July 1st, 1891 to the date of the entry of this decree, and that upon the payment of the said amount with interest as aforesaid, the said tax deeds above described and each and every of them, so far as they relate to the lands and real estate above mentioned, be and the same are hereby set aside and cancelled, as irregular, invalid, illegal and void and of no effect, and forever removed as a cloud upon the title of said defendant, Frederick R. Wilson, to said lands and real estate; and that the said Henry H. Gage, or those claiming through or under him be restrained from making any claim in any way to said lands and real estate above described, under or in virtue of said tax deeds, or any of them, after the payment of said sum of money as aforesaid.

And it is further ordered, adjudged and decreed that the said sum of three thousand one hundred and sixty-two dollars and sixty-two cents ($3162.62) with interest as aforesaid so found to be due said Henry H. Gage, be and remain a first lien upon said described premises until the payment thereof to said Henry H. Gage, his assigns, administrator, executor or solicitors in accordance with this decree.

And it is further ordered, adjudged and decreed, that in case the said Henry H. Gage, his executor, administrator or assigns, shall refuse to receive or accept said sum of money, with interest, as aforesaid, when tendered, then and in that event, it is ordered that payment of said sum of money with interest, may be made 142–147 by depositing the same with the clerk of this court, for the use and benefit of the person or persons then entitled thereto under the terms of this decree, and such payment, when so made, shall for the purposes of this decree, be as effectual and as fully a compliance herewith, as though said money were paid direct to said Henry Gage, or to his executor, administrator or assigns.

148–160 And afterwards to-wit: on December 3rd, A. D. 1888, certain proceedings were had and entered of record in said court to-wit:

FANNY *M.* DRESSER
vs. } 114,455. Bill.
LILLY BELLE DRESSER ET AL.

On motion leave is hereby given the defendants to file a copy of the plea herein in place of the original lost. And it is ordered that the plea as restored stand as defendants' plea to the amended bill.

161–179 And afterwards to-wit: on December 13th, A. D. 1889, certain proceedings were had and entered of record in said court to-wit:

FANNY *M.* DRESSER vs. LILLY BELLE DRESSER ET AL. } 114,455. Bill.

This day came the defendants and withdrew their plea filed herein to the bill, and leave is hereby given the said defendants to file an answer to said bill as amended, and leave is hereby given Wilson to plead to said bill as amended.

180–185 And afterwards to-wit: on June 29th, A. D. 1900, certain proceedings were had and entered of record in said court to-wit:

FANNY N. DRESSER CRAMER vs. LILLY BELLE DRESSER, ET AL. } 114,455. Bill.

This cause coming on to be heard upon the motion of E. R. McFadden, solicitor for the complainant, it is

Ordered that the said cause be placed upon the docket and be given a docket number; that said solicitor have leave to enter his appearance herein for said complainant in place of George W. Wilbur, Esq., who filed his withdrawal of appearance.

It is further ordered that said complainant have leave to file herein an amended bill of complaint, and the same is here now filed, whereupon on motion of said complainant, it is

Ordered that the defendants thereto plead, answer or demur to said bill within ten days from this date.

186 And afterwards to-wit: on July 8th, A. D. 1901, certain proceedings were had and entered of record in said court to-wit:

FANNY N. DRESSER CRAMER ET AL. vs. LILLY BELLE DRESSER ET AL. } 114,455. Bill.

On motion of solicitor for complainant, appeal allowed to the supreme court of Illinois on giving bond in the sum of three hundred dollars and filing certificate of evidence.

Also on motion of solicitor for defendant Henry H. Gage appeal allowed to said supreme court on giving bond in the sum of three hundred dollars, and filing certificate of evidence.

Also on motion of solicitor for defendant Taylor A. Snow appeal allowed to said supreme court on giving bond in the sum of three hundred dollars and filing certificate of evidence; said bonds to be approved by the clerk of this court and said bonds and certificates of evidence to be filed within sixty days.

187 And afterwards to-wit: on August 29th, A. D. 1902, certain proceedings were had and entered of record in said court to-wit:

188 & 189 FANNY N. DRESSER, ETC.,
vs.
LILLIE BELLE DRESSER ET AL. } 114,455.

On motion of solicitor for defendant Taylor A. Snow it is ordered that leave be and is hereby granted to file instanter a copy of plea of Frederick R. Wilson filed herein April 18th 1888, in lieu of the original plea which has been lost; and same is thereupon filed in open court.

190 Filed Sep. 6, 1901. John A. Linn, Clerk.

Superior Court of Cook County. In Chancery.

FANNIE N. DRESSER CRAMER
vs.
FREDERICK R. WILSON ET AL.

Certificate of Evidence.

I, Arthur H. Chetlain, one of the judges of the said court, sitting as chancellor thereof, do hereby certify that, on the hearing of the above-entitled cause, before me, commencing on April 5th, 1901, the complainant, to maintain the allegations of her bill, introduced the following evidence:

Everett R. McFadden, appearing for complainant;
Mr. Gillette, and Mr. D. K. Tone, for the defendant Frederick R. Wilson;
Messrs. Childs & Hudson, for the defendant, Henry H. Gage.

191 Mr. McFADDEN: I call your honor's attention to the fact that the court will take judicial notice that the premises in question in this suit were the property of the United States Government, and were conveyed by the United States Government, by the act of Congress of March 2, 1827, 4 United States Statutes at Large, page 234, also in the Revised Statutes of the State of Illinois of 1874, to the State of Illinois, for the purpose of aiding such State in opening the Illinois & Michigan canal.

I also call attention to the stipulation signed by the attorneys of record in this case, that the premises in dispute in this case, to-wit, the east half of lot 11, block 43, in Canal Trustees' new subdivision of the southeast quarter of section 21, township 39, north, range 14, were conveyed by the State of Illinois to the trustees of the Illinois & Michigan canal by deed dated June 26, 1845, executed on behalf of the State of Illinois by Thomas Ford, then governor of said State, under the seal of said State, etc.

Said stipulation is as follows:

192 Complainant's solicitor offered in evidence as Complainant's Exhibit 1 a stipulation and deed. The same was marked Complainant's Exhibit 1, and *are* as follows:

193–209 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County.

FANNY N. DRESSER CRAMER
vs.
FREDERICK R. WILSON, HENRY H. GAGE,
Taylor A. Snow, *et al.*
} 114,455. In Chancery.
5067.

It is hereby stipulated that the premises in dispute in this case, to-wit: the east half (½) of lot eleven (11) in block forty-three (43) in the Canal Trustees' new subdivision of the south east quarter (¼) of section twenty-one, township thirty-nine, north range fourteen, east of the third principal meridian, in the county of Cook and State of Illinois, were conveyed by the State of Illinois to the trustees of the Illinois and Michigan canal by deed dated June 26, 1845, and executed on behalf of the State of Illinois by Thomas Ford, then governor of said State, and under the seal of said State, and attested by Thomas Campbell, secretary of state,—a copy of which deed is hereto attached and may be offered and introduced in evidence without further proof in lieu of the original.

EVERETT R. McFADDEN.
CHILDS & HUDSON,
GEO. GILLETTE,
Sol. for Wilson, Def't.

210 Complainant's solicitor offered in evidence an abstract, and asked that the same be marked Complainant's Exhibit 2, which was objected to by solicitor for defendant Wilson as incompetent, no proper foundation laid, and on the further ground that said defendant has had no opportunity to verify the correctness of any minutes contained in the alleged abstract.

The objection was overruled.

Said Exhibit 2 is as follows:

211 March 21st, 1864.

No.	Vol.	Page.	Grantor.	Grantee.	Inst.	Date.	Cons.	Description.
[illegible]	[illegible]	120	Wm. Watkins..	B. G. Caulfield..	W. D..	June 25, '59	$1.	W. ½ L. 11 B. 43 S. ½ sec. 21 in city of Chicago.

212 State of Illinois, County of Cook, } ss:

Henry H. Handy and Fillmore Weigley being first duly sworn on oath state that the memoranda of conveyance hereto attached is a true copy from the books of original entry of Jones & Sellers; that the minutes and extracts contained in said books of original entry were made by said Jones & Sellers from the records in the recorder's office of Cook county Illinois and from original instruments filed for record in said recorder's office and were made in the ordinary course of business prior to the destruction of the records of Cook county Illinois, which occurred on or about October eighth and ninth, 1871; that said books of original entry containing said minutes and extracts were at the said date of the destruction of said records in the possession of persons who were then engaged in the business of making abstracts of title for others for hire.

That affiants are members of the firm of Handy & Company who are engaged in making abstracts of title to lands in said county for others for hire, and that the said original entry books containing the minutes and extracts from which the said copy is made are now in the possession of affiants.

HENRY H. HANDY.
FILLMORE WEIGLEY.

Subscribed and sworn to before me this twenty-fourth day of December, A. D. 1889.

JOHN Z. RITTMANN,
Notary Public.

[NOTARY SEAL]

213 Trustees of the Illinois and Michigan canal to William Watkins and Bernard G. Caulfield. } Canal deed. June 9, '57. $1650. June 23, '57. 3 C. D., 50.

Lot 11 in block 43 in said Trustees' new subdivision of the E. frac'n of the S. E. ¼ of sec. 21, T. 39, N. R. 14 E. of 3rd P. M.

Bernard G. Caulfield } Warranty D.
Oct. 1, '57.
to } $1.
Feb. 4, '59.
"Will Watkins." } 168, 461.

The E. ½ of lot 11 in block 43 in Canal Trustees' subdiv's of S. E. ¼ of "section twenty one thirty nine fourteen" in the city of Chicago.

Said Bernard G. Caulfield "for his heirs executors and administrators" makes full covenants of warranty.

"Will Watkins" and Eliza A., his wife, } Warranty D.
May 16, '60.
to } $1,000.
July 3, '60.
Parker Dresser, Jr. } 190, 429.

The E. ½ of lot 11 in block 43 in Canal Trustees' subdiv's of S. E. ¼ of "section twenty one thirty nine fourteen" in city of Chicago Cook Co. Ill.

Certificate of acknowledgment by Charles L. Thomasson notary public for Jefferson county Ky. does not say that Mrs. Watkins is personally known.

216 Parker Dresser, Jr., and Columbia F., his wife, } Warranty D.
Aug. 2, '62.
to } $750.
Oct. 20, '62.
Oliver W. Pierce. } 246, 430.

The E. ½ of lot 11 in block 43 in Canal Trustees' subdiv's of the "south east qr. of section twenty-one (21) thirty-nine (39) fourteen (14) in the city of Chicago" Cook county Illinois; subject to taxes for 1862.

Certificate of acknowledgment reads

"STATE OF INDIANA,
Tippecanoe County, } ss:

"I George Gardner a notary public of said county" &c.

Tax Sales.

Sale March 20th, 1856, for city tax of 1855.

W. ½ of E. ½ of lot 11 B. 43 C. T. sub. of S. E. ¼ of sec. 21, 39, 14, sold to John E. King, for $6.40.

8—200

Sale March 19th, 1867, for special ass'm'ts for delinquent water rents ending May 1st, 1866.

Lot 11 in B. 43 in C. T. new sub. of S. E. frac'l ¼ sec. 21, 39, 14 sold to W. K. Reed for $2.60.

215 STATE OF ILLINOIS, } ss:
County of Cook, }

Henry H. Handy and Fillmore Weigley being first duly sworn on oath state that the writing hereto attached is a true copy from the letter press copy of an examination of title made from the records of Cook county in the ordinary course of business prior to the destruction of the records of said county which occurred on or about October 8th and 9th 1871, and that said letter press copy was also made prior to the destruction of said records; that said letter press copy was at the date of the destruction of said records in the possession of persons who were then engaged in the business of making abstracts of title for others for hire.

That affiants are members of the firm of Handy & Company who are engaged in making abstracts of title to lands in said county for others for hire and that the said letter press copy is now in the possession of affiants.

HENRY H. HANDY.
FILLMORE WEIGLEY.

Subscribed and sworn to before me this twenty-fourth day of December, A. D. 1889.

[NOTARIAL SEAL.] JOHN Z. RITTMANN,
Notary Public.

216 This indenture witnesseth that Oliver W. Pierce and his wife Mary J. Pierce of Tippecanoe county, in the State of Indiana convey and quit claim to Fannie N. Dresser, daughter of Parker Dresser Jr. of Cook county in the State of Illinois, for the sum of one dollar, the receipt whereof is hereby acknowledged, the following real estate in Cook county, in the State of Illinois, to-wit:—The east half of lot eleven (11) in block forty-three (43) in the south east quarter of section twenty-one (21) township thirty-nine (39) N. range fourteen (14) west.

This deed is made to supply the place of a former deed which was lost or burned in the great fire in Chicago in Oct. 1871.

In witness whereof, the said Oliver W. Pierce and Mary J. Pierce his wife have hereunto set their hands and seals, this ninth day of November 1885.

OLIVER W. PIERCE. [L. S.]
MARY J. PIERCE. [L. S.]

STATE OF INDIANA, }
County of Tippecanoe, } *sct:*

Before me Jasper M. Dresser a notary public in and for said county this 9th day of November 1885, personally appeared Oliver W. Pierce and Mary J. Pierce his wife, and acknowledged the execution of the annexed deed.

Witness my hand and notarial seal this ninth (9th) day of November 1885.

[SEAL.] JASPER M. DRESSER, [L. S.]
Notary Public.

Indorsement.

Quit-claim Deed (Short Form).

Oliver W. Pierce and Mary J. Pierce
to
Fanny N. Dresser.

STATE OF ILLINOIS, }
Cook County, } *ss:*

No. 670,662.

217 Filed for record Nov. 19, 1885, at 3 o'clock p. m. and recorded in Book 1710 of Records at page 320.

WILEY S. SCRIBNER, *Recorder.*

This indenture witnesseth that the grantor, Fannie N. Dresser (unmarried) of Fairbury in the county of Livingston and State of Illinois for the consideration of one ($1.00) dollar and other good and valuable consideration convey and quit-claim to Lilly Belle Dresser (unmarried) of Chicago, county of Cook and State of Illinois all interest in the following described real estate, to-wit: The undivided one third ($\frac{1}{3}$) of the east half ($\frac{1}{2}$) of lot eleven (11) in block forty-three (43) in the Canal Trustees' new subdivision of the south east fractional quarter ($\frac{1}{4}$) of section twenty-one (21) in township thirty-nine (39) north range fourteen (14) east of the third (3rd) principal meridian; situated in the county of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemptions laws of this State.

Dated this thirty-first (31st) day of January A. D. 1888.

FANNIE N. DRESSER. [SEAL.]

Witness:
PARKER DRESSER, JR.

STATE OF ILLINOIS, }
County of Cook, } *ss:*

I, Elias Braman, a notary public in and for said county in the State aforesaid, do certify that Fannie N. Dresser (unmarried) who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and 218 purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this thirty-first (31) day of January, A. D. 1888.

ELIAS BRAMAN,
Notary Public.

[SEAL.]

Indorsement.

Quit-claim Deed.

Fannie N. Dresser
to
Lilly Belle Dresser.

STATE OF ILLS.,
County — Cook, } *ss:*

No. 918,488.

This instrument was filed for record in the recorder's office of Cook county aforesaid on the 31 day of Jan'y A. D. 1888, at 2 o'clock p. m. and recorded in Book 2305 of Records on page 420.

WILEY S. SCRIBNER, *Recorder.*

219 Complainant's solicitor offered in evidence affidavit of Henry H. Gage, subscribed on the 19th day of April, 1901, in which he states that he has been and is the agent of the complainant herein for the purpose of obtaining certain original deeds and making search for the same, that he has made search, etc.; and asked that the same be marked Complainant's Exhibit 3; and it was so marked.

Objected to by solicitor for defendant Wilson, as incompetent and immaterial. Objection overruled.

Said affidavit is as follows:

220 STATE OF ILLINOIS,
County of Cook, } *ss:*

In the Superior Court.

FANNY N. DRESSER CRAMER
vs.
FREDERICK R. WILSON ET AL.

Henry H. Gage being sworn, says that he has been and is the agent of the complainant herein for the purpose of obtaining certain original deeds and making search for the same; that affiant has made diligent search for the following named deeds and has been unable to discover any trace of the same; that said complainant has not now and never had such deeds in her possession and that it is not in the power of complainant to produce such deeds on the hearing of the above entitled case. The original deeds above referred to are, (1) a deed from the trustees of the Illinois and Michigan canal to William Watkins and Bernard G. Caulfield, recorded June 23, 1857 in Book 3 of Canal Deeds, page 50; (2) from Bernard G. Caulfield to Will Watkins recorded March 4, 1859 in Book 168, page 441; (3) from Will Watkins and wife to Parker Dresser, Jr., recorded July 3, 1860 in Book 199, page 424; (4) from Parker Dresser, Jr., and wife to Oliver W. Pierce, recorded October 28, 1862, in Book 244, page 439.

And affiant says that he has been a resident of Cook county, Illinois for more than fifty (50) years last past; that the court house of said county and all of the records of the recorder's office of said county were destroyed by fire in October, 1871, and the original records of said deeds and of the recording thereof were at said time destroyed.

HENRY H. GAGE.

Subscribed and sworn to before me, this 3rd day of April, 1901.

CHARLES HUDSON,
[SEAL.] *Notary Public.*

221 Complainant's solicitor offered in evidence a deed from Oliver W. Peirce and Mary J. Peirce, to Fannie N. Dresser, dated the 9th day of November, 1885, with the accompanying certificates of acknowledgement and record, conveying the said east half of lot 11 in block 43, and asked that the same be marked Complainant's Exhibit 4; and the same was so marked.

It was objected to by solicitor for defendant Wilson, as incompetent.

Said deed is as follows:

222 This indenture witnesseth that Oliver W. Pierce and his wife Mary J. Pierce of Tippecanoe county, in the State of Indiana convey and quit-claim to Fannie N. Dresser, daughter of Parker Dresser Jr. of Cook county in the State of Illinois, for the sum of one dollar, the receipt whereof is hereby acknowledged, the following real estate in Cook county, in the State of Illinois, to-wit: The east half of lot eleven (11) in block forty-three (43) in the south east quarter of section twenty-one (21) township thirty-nine (39) N. range fourteen (14) west.

This deed is made to supply the place of a former deed which was lost or burned in the great fire in Chicago in Oct. 1871.

In witness whereof, the said Oliver W. Pierce and Mary J. Pierce his wife have hereunto set their hands and seals, this ninth day of November 1885.

OLIVER W. PIERCE. [L. S.]
MARY J. PIERCE. [L. S.]

STATE OF INDIANA, }
County of Tippecanoe, } *sct:*

Before me Jasper M. Dresser a notary public in and for said county this 9th day of November 1885, personally appeared Oliver W. Pierce and Mary J. Pierce his wife, and acknowledged the execution of the annexed deed.

Witness my hand and notarial seal this ninth (9th) day of November 1885.

[SEAL.] JASPER M. DRESSER, [L. S.]
Notary Public.

STATE OF ILLINOIS, }
Cook County, } *ss:*

No. 670,662.

Filed for record Nov. 19 1885 at 3 o'clock p. m. and recorded in Book 1710 of Records at page 320

WILEY S. SCRIBNER, *Recorder.*

[Endorsed:] 1091. Copy.

223 Complainant's solicitor offered in evidence a deed from Fannie N. Dresser to Lillie Bell- Dresser, dated January 31st, 1888, conveying the undivided one-third of the east half of lot 11 aforesaid, with the accompanying certificates of acknowledgment and recording, and asked that it be marked Complainant's Exhibit 5; and it was so marked.

It was objected to by solicitor for defendant Wilson, as incompetent.

Said deed is as follows:

224 This indenture witnesseth that the grantor, Fannie N. Dresser (unmarried) of Fairbury in the county of Livingston and State of Illinois for the consideration of one ($1.00) dollar and other good and valuable consideration convey and quit-claim to Lilly Belle Dresser (unmarried) of Chicago county of Cook and State of Illinois all interest in the following described real estate, to-wit: The undivided one third (⅓) of the east half (½) of lot eleven (11) in block forty-three (43) in the Canal Trustees' new subdivision of the south east fractional quarter (¼) of section twenty-one (21) in township thirty-nine (39) north, range fourteen (14) east of the third (3rd) principal meridian; situated in the county of Cook in the

State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemptions laws of this State.

Dated this thirty-first (31) day of January A. D. 1888.

FANNIE N. DRESSER. [SEAL.]

Witness:
PARKER DRESSER, JR.

STATE OF ILLINOIS, } ss:
County of Cook, }

I, Elias Braman a, notary public in and for said county in the State aforesaid, do certify that Fannie N. Dresser (unmarried) who is personally known to me to be the same person whose name is subscribed to the foregoin*f* instrument, appeared before me this day in person, and acknowledged that she signed sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set fourth, including the release and w*ea*ver of the right of homestead.

Given under my hand and notarial seal this thirty-first (31) day of January A. D. 1888.

[SEAL.] ELIAS BRAMAN,
Notary Public.

STATE OF ILLS., } ss:
County — Cook, }

No. 918,488.

This instrument was filed for record in the recorder's office of Cook county aforesaid on the 31 day of Jan'y A. D. 1888, at 2 o'clock p. m. and recorded in Book 2305 of Records on page 420.

WILEY S. SCRIBNER, *Recorder.*

[Endorsed:] 950. Copy.

225 Complainant's solicitor offered in evidence a deed from Lillie Bell- Dresser to Henry H. Gage, dated June 4, 1889, conveying the interest of said Lillie Bell- Dresser in the east half of lot 11 in block 43, with the accompanying certificates of acknowledgement and recording and of magistracy, which was marked Complainant's Exhibit 6.

Objected to by solicitor for defendant Wilson, as incompetent.

It is in the words and figures following, to-wit:

226 This indenture, made this fourth day of June, in the year of our Lord one thousand eight hundred and eighty-nine (1889), between Lilly Belle Dresser, unmarried, of the city of Chicago in the county of Cook and State of Illinois, party of the first part, and Henry H. Gage of the city of Chicago, in the county of Cook and State of Illinois, party of the second part, witnesseth.

That the said party of the first part for and in consideration of the sum of one dollar and other good and valuable considerations in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom, has remised, released, conveyed and quit-claimed and by these presents does remise, release, convey and quit-claim unto the said party of the second part, his heirs and assigns forever all the following described lot, piece, or parcel of land situated in the city of Chicago, county of Cook and State of Illinois, and known and described as follows, to-wit:

The east half (½) of lot eleven (11) in block forty-three (43) in the Canal Trustees' new subdivision of the southeast fractional quarter (¼) of section twenty-one (21) in township thirty-nine, (39) north, range fourteen (14) east of the third (3rd) principal meridian,

To have and to hold the same with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatever of the said party of the first part, either in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

And the said party of the first part expressly waives and releases any and all right, benefit, privilege, advantage and exemption under
or by virtue of any and all statutes of the State of Illinois,
227 providing for the exemption of homesteads from sale on execution or otherwise.

In witness whereof the said party of the first part hereunto set her hand and seal the day and year first above written.

LILLY BELLE DRESSER.

Signed, sealed and delivered in the presence of—

PAULINE TREMBD.
A. C. KEELER.

STATE OF CALIFORNIA, } ss:
County of Santa Clara, }

I, A. C. Keeler, a notary public in and for said county in the State aforesaid, do hereby certify that Lilly Belle Dresser, unmarried, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 11th day of June, A. D. 1889.

{Seal of A. C. Keeler, Notary Public, Los Gatos, Santa Clara Co., Cal.}

A. C. KEELER,
Notary Public.

STATE OF CALIFORNIA, County of Santa Clara, } *ss:*

I, Chas. F. Singletary, county clerk of the county of Santa Clara, State of California, and *ex officio* clerk of the superior court in 228 and for said county, do hereby certify that A. C. Keeler, Esq. the person subscribing the annexed certificate of acknowledgment and before whom the same was taken, was at the date thereof and is now a notary public in and for said county, duly commissioned and qualified, that by virtue of his said office he is authorized to take acknowledgements, and administer oaths. I further certify that the signature A. C. Keller subscribed to the annexed certificate is his proper and genuine signature, and that said instrument is executed and acknowledged according to the laws of this State.

In witness whereof I have hereunto set my hand and affixed the seal of said superior court this 12th day of June, A. D. 1889.

CHAS. F. SINGLETARY,
County Clerk and ex Officio Clerk of said Superior Court,
By W. A. BOWDEN,
Deputy Clerk.

[Seal Superior Court, Santa Clara Co., Cal.]

Quit-claim Deed.

Lilly Belle Dresser
to
Henry H. Gage.

STATE OF ILLINOIS, *Cook County,* } *ss:*

No. 1,172,861.

This instrument was filed for record in the recorder's office of Cook county aforesaid on the 19th day of October A. D. 1889, at 9.00 o'clock a. m. and recorded in Book 2797 of Records on page 137.

W. SCOTT KAUFMAN,
Acting Recorder.

229 Complainant's solicitor offered in evidence a deed from Robert E. Jenkins, assignee of Frederick R. Wilson, bankrupt, to Taylor E. Snow, dated January 22, 1899, conveying the interest of the said bankrupt in the east half of lot 11, block 43 aforesaid, with the accompanying certificates of acknowledgment and recording; which was marked Complainant's Exhibit 7.

Objected to by solicitor for defendant Wilson as incompetent.

Said deed is in the words and figures following, to-wit:

230 This indenture made and entered into this 22nd day of July in the year one thousand eight hundred and eighty-nine by and between Robert E. Jenkings, assignee in bankruptcy of the estate and effects of Frederic R. Wilson of Chicago of the county of Cook and State of Illinois, party of the first part and Taylor A. Snow of Chicago in the county of Cook and State of Illinois party of the second part witnesseth:

That whereas, in accordance with the provissions of the Revised Statutes of the United States, title "Bankruptcy" a petition was filed in the district court of the United States for the northern district of Illinois the thirtieth day of August A. D. 1878 by the said Frederick R. Wilson and such proceedings were had in said court under said petition that afterwards and on the 7th day of September A. D. 1878 the said Frederick R. Wilson was duly adjudged and decl*ai*red bankrupt

And afterwards on the fifteenth day of September A. D. 1879 the said Robert E. Jenkings was duly appointed assignee of the estate and effects of said bankrupt, by Homer N. Hibbard one of the registers in bankruptcy of said court, which said appointment was thereafter duly approved and confirmed by said court, and on the fifteenth day of September A. D. 1879, said re*dg*ester by an instrument in writing under his hand and the seal of said court, did convey and assign unto the said Robert E. Jenkings as such assignee all the estate real and personal of the said bankrupt, Frederick R. Wilson, including all the property of whatsoever kind of which the said bankrupt was possessed or in which he was interested or which he was *i*ntitled to have on said thirtieth day of August A. D. 1878, (excepting only such property as is excepted by the 5045th section of said Revised Statutes), and whereas the said bankrupt, Frederick R. Wilson, was on said last mentioned date, possessed of or *i*ntitled to, an interest in the real estate hereinafter mentioned; and the said assignee having first given notice for three consecutive weeks as required by law and by order of said court did pursuant thereto, and at the time and place therein designated offer
231 for sale the real estate hereinafter described at public auction,
for cash to the highest bidder, and at such sale said party of the second part did bid for said real estate the sum hereinafter named which was the highest bid offered, and the same was duly struck off to said bidder for said sum.

And whereas, pursuant to and in accordance with said notice and proceedings the said Robert E. Jenkins as such assignee, did on the twentieth day of July A. D. 1889, sell to said party of the second part, for the sum of two hundred and fifty dollars the real estate hereinafter described, which sale having been duly reported to said court, was thereafter, to-wit: on the 22nd day of July A. D. 1889 approved and confirmed by said court; and whereas, said court did, on the day and year last named order and direct said Robert E. Jenkings, assignee, to execute and deliver said party of the second part, a deed of said real estate so sold to said party of the second part, as aforesaid conveying the said real estate to said purchaser, in accordance with the terms of said sale.

Now, therefore, in consideration of the premises, and of the sum of two hundred and fifty (250) dollars to said assignee, in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, the said Robert E. Jenkings assignee as aforesaid, party of the first part, aforesaid, has remised leased sold and conveyed and quit-claimed, and by these presents does hereby remise, release, sell, convey, and forever quit-claim, unto the said party of the second part all the right, title interest, estate, claim, and demand of the said bankrupt, which he had on the said thirteenth day of August A. D. 1878, and of the said Robert E. Jenkings as assignee, aforesaid (subject to all unpaid taxes, and to all liens and incumbrances, unless by the terms of said sale expressly excepted) in and to the following described real estate, to-wit:

232 The east half of lot eleven (11) in block forty-three (43) in Canal Trustees' new subdivision of south east fractional quarter of section twenty-one (21) township thirty-nine (39) north range fourteen (14) east, situated in the county of Cook and State of Illinois.

To have and to hold the same together with all the right, title, and interest of the said Frederick R. Wilson, bankrupt, aforesaid, which he had in and to said property at the date of the commencement of said proceedings in bankruptcy, with all the improvements rights, privaleges and appurtenances thereunto belonging and all the interest which the said party of the first part acquired in and to said property, by virtue of his appointment as assignee aforesaid, but subject to all unpaid taxes and tax liens, and to all liens and incumbrances unless expressly excepted, released or discharged by the orders of said court, concerning said sale, and subject to all the terms and conditions of said sale, unto the said party of the second part, and to his heirs and assigns forever:

In testimony whereof, the said Robert E. Jenkings assignee, as aforesaid has hereunto set his hand and seal, the day and year first above written.

ROBERT E. JENKINS, [SEAL.]
Assignee, as Aforesaid.

STATE OF ILLINOIS, } *ss:*
County of Cook,

I, Addison L. Gardner, a notary public in and for said county in said State, do hereby certify that Robert E. Jenkings assignee in bankruptcy of the estate and effects of Frederick R. Wilson the bankrupt named in the foregoing instrument of writing, who is personally known to me to be such assignee, and to be the [SEAL.] same person whose name is subscribed to the said instrument, appeared before me this day in person, and acknowledged that he signed sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, A. D. 1889.

ADDISON L. GARDNER,
Notary Public.

233 Indorsement.

Deed.

Robert E. Jenkins, assignee of Frederick R. Wilson, bankrupt,
to
Taylor A. Snow.

STATE OF ILL., } *ss:*
Cook County,

No. 1,133,098.

This instrument was filed for record in the recorder's office of Cook county aforesaid on the 25 day of July A. D. 1889, at 8:30 o'clock a. m., and recorded in Book 2713 of Records on page 159.

WILEY S. SCRIBNER, *Recorder.*

[Endorsed :] 1057. Copy.

234 Complainant's solicitor offered in evidence a deed from E. F. C. Klokke, county clerk of Cook county, Illinois, to Asahel Gage, being a tax deed conveying the property in question, with other property, together with the accompanying certificates of acknowledgment and recording, dated November 30, 1881.

Said deed was marked Complainant's Exhibit 8.

It was objected to by solicitor for defendant Wilson, and is in the words and figures following to-wit:

235 STATE OF ILLINOIS, } *ss* :
County of Cook, }

Whereas, at a public sale of real estate for the non-payment of taxes made in the county aforesaid, on the twenty sixth (26th) day of September A. D. 1879, the following described real estate was sold, to-wit: The east one half (½) of lot eleven (11) in block forty-three (43), and sub-lot ten (10) in lot one (1) in block forty-five (45) in the Canal Trustees' new subdivision of blocks in the south east fractional quarter (¼) of section twenty one (21) township thirty-nine (39) north, range fourteen (14) east of the third principal meridian; lots five (5) and six (6) in Hurlburd's subdivision of the south fourteen and one half (S. 14½) feet of block forty (40) and the north eighty-five and one-half (85½) feet of block fifty two (52) in the Canal Trustees' subdivision of the west one half (W. ½) of section twenty seven (27) township thirty nine (39) north, range fourteen (14) east of the third principal meridian; also at said sale on the twenty-ninth (29th) day of September, A. D. 1879, the followinf described real estate was sold, to-wit: The north east one half (N. E. ½) of lot thirty-seven (37) in Stinson's subdivision of blocks one (1) two (2) and ten (10) of the Canal Trustees' subdivision of the east one half (E. ½) of section thirty-one (31) township thirty-nine (39) north, range fourteen (14) east of the third principal meridian; also at said sale on the thirtieth (30th) day of September A. D. 1879, the following described real estate was sold, to-wit: Lot forty-one (41) in sub-block two (2) in Waller and Weston's subdivision of block four (4) in the Canal Trustees' subdivision of the east one half (E. ½) of section thirty-one (31) township thirty-nine (39) north, range fourteen (14) east of the third principal meridian; also at said sale on the sixth (6th) day of October A. D.
1879, the following described real estate was sold, to-wit: Lot
236 one (1) in west part of block twenty (20) and lot fifty-five (55)
in block twenty-one (21) in the Canal Trustees' subdivision of part of the west one half (W. ½) of section five (5) township thirty-nine (39) north, range fourteen (14) east of the third principal meridian, all situated in said Cook county and State of Illinois.

And whereas, the same not having been redeemed from said sale, and it appearing that the holder of the certificate of purchase of said real estate has complied with the laws of the State of Illinois necessary to entitle him to a deed to said real estate.

Now, therefore know ye, that I, E. F. C. Klokke, county clerk of said county of Cook, in consideration of the premises, and by virtue of the statutes of the State of Illinois, in such cases provided, do hereby grant and convey unto Asahel Gage his heirs and his assigns, forever, the said real estate hereinbefore described, subject, however to any redemption provided by law:

The following provisions of the Revised Statutes of the State of Illinois, being section 225 of chapter 120, is recited pursuant to law:

"Unless the holder of the certificate for real estate purchased at any tax sale under this act, takes out the deed as entitled by law, and files the same for record within one year from and after the time for redemption expires, the said certificate or deed, and the sale on which it is based, shall, from and after the expiration of such one year be absolutely null. If the holder of such certificate shall be prevented from obtaining such deed by injunction or order of any court, or by the refusal of the clerk to execute the same, the time he is so prevented shall be excluded from the computation of such time."

Given under my hand and the seal of our court, this thirtieth (30) day of November A. D. 1881.

E. F. C. KLOKKE,
County Clerk.

227 STATE OF ILLINOIS,
County of Cook, City of Chicago, } ss:

On this thirtieth (30th) day of November A. D. 1881, before me J. P. Vorwinkel, a notary public, in and for said county, personally appeared E. F. C. Klokke, county clerk of said county of Cook personally known to me to be the real person whose name is subscribed to the within deed as having executed the same, and acknowledged that he executed the same as said county clerk, voluntarily and freely, for the uses and purposes therein set forth.

[SEAL.]

Given under my hand and notarial seal, the day and year aforesaid.

J. P. VORWINKEL,
Notary Public.

Indorsement.

No. K 1972.

Tax Deed.

E. F. C. Klokke, county clerk of Cook county, Illinois,
to
Asahel Gage.

STATE OF ILLINOIS,
Cook County. }

No. 363,706.

This instrument was filed for record the 1 day of December A. D. 1881 at the hour of 9 o'clock a. m. and duly recorded in Book 1139 of Records at page 34.

JAS. W. BROCKWAY,
Recorder of Deeds.

[Endorsed:] 420. Copy.

Complainant's solicitor offered in evidence a deed from E. F. C. Klokke, county clerk of Cook county, Illinois, to Daniel Gage, dated the 29th day of November, 1881, conveying the property in question, with other property, with the accompanying certificates of acknowledgment and recording.

Said deed was marked Complainant's Exhibit 8. It was objected to by solicitor for defendant Wilson, as incompetent.

Said deed is as follows:

STATE OF ILLINOIS, } ss.
Cook County. }

Whereas at a public sale of real estate for the nonpayment of taxes made in the county aforesaid, on the fifteenth (15th) day of September A. D. 1879, the following described real estate was sold to wit: The east one-half (E. ½) of lot eleven (11) in block forty-three (43) and sub-lot ten (10) in lot one (1) in block forty-five (45) in the Canal Trustees' new subdivision of the south east fractional one quarter (S. E. fr'l ¼) of section twenty one (21) township thirty-nine (39) north, range fourteen (14) east of the third principal meridian; also at said sale, on the fourteenth (14th) day of August, A. D. 1878, the following described real estate was sold to-wit: Lot ten (10) in block four (4) in Ellwood and Goodspeed's subdivision of the north sixteen rods (N. 16) of the west one half (W. ½) of the north east one quarter (N. E. ¼) of section nine (9) township thirty-eight (38) north, range fourteen (14) east of the third principal meridian; also at said sale on the fifteenth (15th) day of August A. D. 1878 the following described real estate was sold to-wit: (except the south one hundred and twenty-five (S. 125) feet) sub-lot two (2) in the south one half (S. ½) of lot six (6) and (except the south one hundred and twenty-five (S. 125) feet) and except so much as may lie in any way over sub-lots twenty (20) to twenty-seven (27) in Sweetser and [illegible] subdivision of lots two (2) to seven (7) in the south one half (S. ½) of said lot six (6) in the School Trustees' subdivision of section 16 township 38 north range 14 east) sub-lot three (3) in the south one half (S. ½) of lot six (6) in the School Trustees' subdivision of section sixteen (16) township thirty-eight (38) north range fourteen (14) east of the third principal meridian, all situated in said Cook county and State of Illinois.

And whereas, the same not having been redeemed from said sale, and it appearing that the holder of the certificate of purchase of said real estate has complied with the laws of the State of Illinois necessary to entitle him to a deed of said real estate.

Now therefore know ye, that I, E. F. C. Klokke, county clerk of said county of Cook, in consideration of the premises, and by virtue of the statutes of the State of Illinois in such cases provided, do hereby grant and convey unto Daniel Gage his heirs and assigns forever, the said real estate hereinbefore described, subject, however, to any redemption provided by law:

The following provission of the Revised Statutes of said State of Illinois, being section 225 of chapter 120, is recited pursuant to law:

"Unless the holder of the certificate of real estate purchased at any tax sale under this act, takes out the deed as entitled by law, and files the same for record within one year from and after the time for redemption expires, the said certificate or deed and the sale on which it is based, shall, from and after the expiration of such one year be absolutely null. If the holder of such certificate shall be prevented from obtaining such deed by injunction or order of any court, or the refusal of the clerk to execute the same, the time he is so prevented shall be excluded from the computation of such time.

Given under my hand and the seal of our court, this twenty-eighth (28th) day of November A. D., 1881.

E. F. C. KLOKKE,
County Clerk.

241 STATE OF ILLINOIS,
County of Cook, City of Chicago, } *ss:*

On this twenty-eighth (28th) day of November, A. D. 1881, before me, J. P. Voswinkel, a notary public, in and for said county, personally appeared E. F. C. Klokke, county clerk of said county of Cook, personally known to me to be the real person whose name is subscribed to the within deed, as having executed the same and acknowledged that he executed the same as such county clerk, voluntarily and freely, for the uses and purposes therein set forth.

[SEAL.]

Given under my hand and notarial seal, the day and year aforesaid.

J. P. VOSWINKEL,
Notary Public.

No. K 1961.

Tax Deed.

E. F. C. Klokke, county clerk of Cook county, Illinois,
to
Asahel Gage.

STATE OF ILLINOIS,
Cook County. }

No. 361,525.

This instrument was filed for record on the 29 day of November A. D. 1881. at the hour of 2 o'clock p. m. and duly recorded in Book 1157 of Records at page 98.

JAS. W. -ROCKWAY,
Recorder of Deeds.

[Endorsed:] 423 Copy.

242 Complainant's solicitor offered in evidence a deed from E. F. C. Klokke to Strother M. Beeson, dated the 5th day of December, 1878, conveying the property in question, with other property, with the accompanying certificates, etc.

Said deed was marked Complainant's Exhibit 10.

It was objected to by solicitor for defendant Wilson as incompetent.

Said deed is as follows:

243 STATE OF ILLINOIS, }
Cook County, } *ss:*

Whereas, at a public sale of real estate for the non-payment of taxes, made in the county aforesaid, on the twenty-second (22nd) day of September, A. D. 1876, the following described real estate was sold, to-wit: Lots thirty-one (31) thirty-two (32) thirty-three (33) and thirty-four (34) in resubdivision of block one (1) in Brockline subdivision of the southeast quarter (S. E. ¼) of the north east quarter (N. E. ¼) of section twenty-seven (27) township thirty-eight (38) north of range fourteen (14) east of the third principal meridian; also at said sale on the second (2nd) day of October A. D. 1876, the following described real estate was sold to-wit: the east half (E. ½) of lot eleven (11) in block forty-three (43), sub-lot *the* (10) of lot one (1) in block forty-five (45) and sub-lot seventeen (17) in assessor's division of lots one (1) two (2) three (3) four (4) and five (5) in block fourty-nine (49) all in the Canal Trustees' new subdivision in south east fractional quarter (S. E. fr'l ¼) of section twenty-one (21) township thirty-nine (39) north of range fourteen (14) east of the third principal meridian: also at said sale on the third (3rd) day of October A. D. 1876, the following described real estate was sole, to-wit: Lot eighteen (18) in south half (S. ½) of block nine (9) in F. C. Sherman and others' subdivision in the east half (E. ½) of the west half (W. ½) of the southeast quarter (S. E. ¼) of section twenty-eight (28) township thirty-nine (39) north of range fourteen (14) east of the third principal meridian: also at said sale on the second (2nd) day of October A. D. 1876, the following described real estate was sold to-wit: Sub-lots eight (8) and nine (9) of lot one (1) in block forty-five (45) in the Canal Trustees' new subdivision of the southeast fractional quarter (S. E. fr'l ¼) of section twenty-one (21) township thirty-nine (39) north of range fourteen (14) east of the third principal meridian: also at said sale on the fourth (4th) 244 day of October A. D. 1876, the following described real estate was sold, to-wit: Lot twenty-eight (28) in block two (2) in Sheldon and Parker's subdivision of the south sixteen (16) acres of the north thirty (30) acres of the east half (E. ½) of the southeast quarter (S. E. ¼) of section twenty-eight (18) township thirty-nine (39) north of range fourteen (14) east of the third principal meridian, all situated in said Cook county and State of Illinois.

And, whereas, the same not having been redeemed from said sale, and it appearing that the holder of the certificate of purchase of said real estate has complied with the laws of the State of Illinois, necessary to entitle him to a deed of said real estate.

Now, therefore, know ye, that I, E. F. C. Klokke, county clerk of said county of Cook, in consideration of the premises and by virtue of the statutes of the State of Illinois, in such cases provided do heregrant and convey unto Strother M. Beeson his heirs and assigns forever, the said real estate hereinbefore described, subject, however, to any redemption provided by law:

The following provission of the Revises Statutes of said State of Illinois, being section 225 of chapter 120 is recited pursuant to law:

"Unless the holder of the certificate for real estate purchased at any tax sale under this act, takes out the deed as entitled by law, and files the same for record within one year from and after the time for redemption expires, the said certificate or deed, and the sale on which it is based, shall, from and after the expiration of such one year be absolutely null. If the holder of such certificate shall be prevented from obtaining such deed by injunction or order of any court, or the refusal of the clerk to execute the same, the time he is so prevented shall be excluded from the computation of such time."

245 Given under my hand and the seal of our court this fifth (5th) day of December, A. D. 1878.

[SEAL.]

E. F. C. KLOKKE,
County Clerk.

STATE OF ILLINOIS,
County of Cook, City of Chicago, } *ss:*

On this fifth (5th) day of December A. D. 1878 before me, J. P. Voswinkel a notary public, in and for said county personally appeared E. F. C. Klokke county clerk of said county of Cook, personally known to me to be the real person whose name is subscribed [SEAL.] to the within deed as having executed the same, and acknowledged that he executed the same as such county clerk voluntarily and freely for the uses and purposes therein set forth.

Given under my hand and notarial seal the day and year aforesaid.

J. P. VOSWINKEL,
Notary Public.

Indorsement.

No. K 322.

Tax Deed.

E. F. C. Klokke, county clerk of Cook county, Illinois, }
to
Strother M. Beeson. }

STATE OF ILLINOIS, }
Cook County. }

No. 204,225.

This instrument was filed for record on the 11 day of Dec. A. D. 1878 at the hour of 12 o'clock m. and duly recorded in Book 852 of Records at page 165.

JAS. W. BROCKWAY,
Recorder of Deeds.

[Endorsed:] 1501. Copy.

246 Complainant's solicitor offered in evidence a deed dated November 12, 1877, from Herman Lieb, county clerk of Cook county, to Strother M. Beeson, conveying the property in question, with other property, together with the accompanying certificates of acknowledgment and recording; which deed was marked Complainant's Exhibit 11.

Said deed was objected to by solicitor for defendant Wilson, as incompetent. It is in the words and figures following, to-wit:

247 STATE OF ILLINOIS, }
Cook County, } *ss:*

Whereas at a public sale of real estate for the non-payment of taxes made in the county aforesaid on the fourth day of October A. D. 1875 the following described real estate was sold, to-wit: East half (½) of lot eleven (11) block forty-three (43) in Canal Trustees' new subdivision of south east fractional quarter (¼) of section twenty-one (21) township thirty-nine (39) north of range fourteen (14) east of the third principal meridian, and also at said sale on the 11th day of October A. D. 1875 the following described real estate was sold to-wit: (Except the north twenty and five tenths (20 5/10) feet of south forty-one (41) feet of east one hundred and twelve and five tenths (112 5/10) feet identic*le* with sub-lot thirty-nine (39) of McCord and Henshaw's subdivision of lots twenty (20) and twenty-one (21) and thirty-two (32) and part of thirty-one (31) and thirty-three (33), the south one hundred (100) feet of lot thirty-two (32) in east part of Samuel Ellis' addition to Chicago being part of south east quarter

(¼) of section thirty-four (34) township thirty-nine (39) north of range fourteen (14) and part of south fractional section thirty-five (35) township thirty-nine (39) north of range fourteen (14) east of the third principal meridian, and south thirty-two (32) feet of lot thirty-three (33) in east part — Samuel Ellis' addition to Chicago being part of south east quarter (¼) of section thirty-four (34) township thirty-nine (39) north of range fourteen (14) and part of south fractional section thirty-five (35) township thirty-nine (39) north of range fourteen (14) east of the third principal meridian, all situated in said county of Cook and State of Illinois.

And, whereas, the same not having been redeemed from said sale, and it appearing that the holder of the certificate of purchase of said real estate has complied with the laws of the State of Illinois
248 necessary to entitle him to a deed of said real estate.

Now, therefore know ye, that I, Herman Lieb, county clerk of said county of Cook, in consideration of the premises and by virtue of the statutes of the State of Illinois, in such cases provided do hereby grant and convey unto Strother M. Beeson his heirs and assigns forever, the said real estate hereinbefore described, subject, however, to any redemption provided by law.

The following provission of the Revised Statutes of the State of Illinois, being section 225 of chapter 120 is recited pursuant to law:

"Unless the holder of the certificate for real estate purchased at any tax sale under this act, takes out the deed as entitled by law, and files the same for record within one year from and after the time for redemption expires, the said certificate or deed and the sale on which it is based, shall, from and after the expiration of such one year, be absolutely null. If the holder of such certificate shall be prevented from obtaining such deed by injunction or order of any court, or by the refusal of the clerk to execute the same, the time he is so prevented shall be excluded from the computation of such time."

Given under my hand and the seal of our court this 12 day of November A. D. 1877.

[SEAL.] HERMANN LIEB,
County Clerk.

249 STATE OF ILLINOIS. }
County of Cook, City of Chicago, } *ss:*

On this 12th day od November A. D. 1877. before me, Francis Cornienti a notary public in and for said county, personally appeared Hermann Lie*k*, county clerk of said county of Cook, personally known to me to be the real person whose name is [SEAL.] subscribed to the above deed, as having executed the same and acknowledged that he executed the same as such county clerk, voluntarily and freely for the uses and purposes therein set forth.

Given under my hand and notarial seal the day and year aforesaid.

FRANCIS CORNIENTI,
Notary Public.

Indorsement.

Tax Deed.

Hermann Lieb, county clerk of Cook county, Illinois,
to
Strother M. Beeson.

STATE OF ILLINOIS,
Cook County.

No. 159,605.

This instrument was filed for record on the 23 day of Nov. A. D. 1877, at the hour of 9 o'clock a. m. and duly recorded in Book 688 of Records at page 180.

JAS. W. -ROCKWAY,
Recorder of Deeds.

[Endorsed :] 1499. Copy.

250 Complainant's solicitor offered in evidence a deed from E. F. C. Klokke, county clerk of Cook county, to Strother M. Beeson, with the accompanying certificates of acknowledgment and recording. Said deed is dated the 5th day of December, 1878, and was marked Complainant's Exhibit 12.

Said deed was objected to by solicitor for defendant Wilson, as incompetent. It is in words and figures as follows, to-wit:

251 STATE OF ILLINOIS, } *ss:*
Cook County,

Whereas, at a public sale of real estate, for the non-payment of taxes, made in the county aforesaid on the twentieth (20) day of September A. D. 1875. the following described real estate was sold to-wit: The east half (E. ½) of lot eleven (11) in block forty-three (43) sub-lots eight (8) nine (9) and ten (10) in lot one (1) in block forty-five (45) and sub-lot seventeen (17) in assessor's division of lots one (1) two (2) three (3) four (4) and five (5) in block forty-nine (49) all in Canal Trustees' new subdivision in the south east (S. E.) fractional quarter (fr'l ¼) of section twenty-one (21) township thirty-nine (39) north of range fourteen (14) east of the third (3rd) principal meridian; also at said sale on the twenty-first (21) day of September A. D. 1875, the following described real estate was sold, to-wit: Sub-lot twenty-eight (28) in lots three (3) four (4) five (5) and six (6) in block two (2) in the United States bank addition, being the west half (W. ½) of the south east quarter (S. E. ¼) of section twenty-eight (28) township thirty-nine (39) north of range fourteen (14) east of the third (3rd) principal meridian: and sub-lot three (3) lot seven (7) in block one (1) and sub-lot twenty-eight (28) in lot one (1) in block twenty-one (21) in the Canal Trustees' subdivision of the south fraction of section twenty-nine (29), township thirty-nine (39) north of range fourteen (14) east of the third (3rd) principal meridian; all situated in said Cook county and State of Illinois.

This deed is issued in accordance with section 211, *chapter* 120, *which provides:*

"If any purchaser of real estate sold for taxes or special assessments, shall suffer the same to be again sold for taxes or special assessment, before the expiration of the last day of the second
252 annual sale thereafter, such purchaser shall not be entitled to a deed for such property, until the expiration of a like term from the date of the second sale * * *"

And whereas, the same not having been redeemed from said sale, and it appearing that the holder of the certificate of purchase of said real estate has complied with the laws of the State of Illinois, necessary to entitle him to a deed of said real estate.

Now, therefore, know ye, that I, E. F. C. Klokke, county clerk of said county of Cook, in consideration of the premises and by virtue of the statutes of the State of Illinois, in such cases provided, do hereby grant and convey unto Strother M. Beeson, his heirs and assigns forever the said real estate hereinbefore described, subject however, to any redemption provided by law.

The following provissions of the Revised Statutes of the State of Illinois, being section 225 of chapter 120 is recited pursuant to law:

"Unless the holder of the certificate for real estate purchased at any tax sale under this act, takes out the deed as entitled by law, and files the same for record within one year from and after the time for redemption expires, the said certificate or deed, and the sale on which it is based, shall, from and after the expiration of such one year be absolutely null. If the holder of such certificate shall be prevented from obtaining such deed by injunction or order of any court, or by the refusal of the clerk to execute the same the time he is so prevented shall be excluded from the computation of such time."

Given under *under* my hand and the seal of our court, this fifth (5th) day of December A. D. 1878.

E. F. C. KLOKKE,
County Clerk.

253 STATE OF ILLINOIS, } *ss:*
County of Cook, City of Chicago, }

On this fifth (5th) day of December A. D. 1878 before me, J. P. Voswinkel a notary public in and for said county, personally ap-

[SEAL.] peared E. F. C. Klokke, county clerk of said county of Cook, personally known to me to be the real person whose name is subscribed to the within deed as having executed the same, and acknowledged that he executed the same as such county clerk, voluntarily and freely, for the uses and purposes therein set fourth.

Given under my hand and notarial seal the day and year aforesaid.

J. P. VOSWINKEL,
Notary Public.

Indorsement.

No. K 316.

Tax Deed.

E. F. C. Klokke, county clerk of Cook county, Illinois,
to
Strother M. Beeson.

STATE OF ILLINOIS,
Cook County.

No. 204,221.

This instrument was filed for record on the 11 day of Dec. A. D. 1878, at the hour of 12 o'clock m. and duly recorded in Book 846 of Records at page 543.

JAS. W. ROCKWAY,
Recorder of Deeds.

[Endorsed]: **1500.** Copy.

254 Complainant's solicitor offered in evidence a deed from Herman Lieb to Annie Lewis Beeson, dated October 30, 1876, conveying the property in question, with other property, together with the accompanying certificates of acknowledgment, and recording. Said deed was marked Complainant's Exhibit 13, and was objected to by solicitor for defendant Wilson, as incompetent. It is in words and figures as follows, to-wit:

255 STATE OF ILLINOIS, } *ss:*
Cook County,

Whereas, at a public sale of real estate for the non-payment of taxes made in the county aforesaid, on the twenty-ninth day of October A. D. 1873, the following described real estate was sold, to-wit: The east one half (½) of lot eleven (11) in block forty-three (43) also sub-lots eight (8), nine (9), ten (10), and seventeen (17) of lot one (1) in block forty-five (45) also sub-lot seventeen (17) in assessor's division of lots one (1) to five (5) of block forty-nine (49), also the south one half (½) of lot six (6) in block fifty (50) all in the Canal Trustees' new subdivision of southeast fractional quarter (¼) of section twenty-one (21) township thirty-nine (39) north of range fourteen (14) east of third principal meridian, situated in the said Cook county, State of Illinois.

And whereas, the same not having been redeemed from said sale, and it appearing that the holder of the certificate of purchase of said real estate, has complied with the laws of the State of Illinois, necessary to entitle her to a deed of said real estate.

Now therefore, know ye, that I, Herman Lieb, county clerk of said county of Cook, in consideration of the premises and by virtue of the statutes of the State of Illinois, in such cases provided do hereby grant and convey unto Anne Lewis Beeson, heir of William W. Beeson, deceased, her heirs and assigns forever, the said real estate hereinbefore described, subject however, to any redemption provided by law.

The following provission of the Revised Statutes of the State of Illinois, being section 225 of chapter 120, is recited pusuant to law:

"Unless the holder of the certificate for real estate purchased at any tax sale under this act, takes out the deed as entitled by law, and files the same for record within one year from and after the
time for redemption expires, the said certificate or deed, and
256 the sale on which it is based, shall from and after the
expiration of such one year, be absolutely null. If the holder of such certificate shall be prevented from obtaining such deed by injunction or by order of any court, or by the refusal of thr clerk to execute the same, the time he is so prevented shall be excluded from the computation of such time." Application for this deed was made on the 19th day of October A. D. 1876, and the execution refused by me in consequence of absence from Cook county.

Given under my hand and the seal of our court, this 30th day of October A. D. 1876.

[SEAL.]

HERMANN LIEB,
County Clerk.

STATE OF ILLINOIS,
County of Cook, City of Chicago, } *ss:*

On this thirtieth day of October A. D. 1876 before me, Francis Cornienti a notary public in and for said county, personally appeared Hermann Lieb, county clerk of said county of Cook, personally known to me to be the real person whose name is subscribed
to the above deed, as having executed the same and ac-
[SEAL.] knowledged that he executed the same as such county
clerk, voluntarily and freely for the uses and purposes
therein set forth.

Given under my hand and notarial seal the day and year aforesaid.

FRANCIS CORNIENTI,
Notary Public.

Indorsement.

Tax Deed.

Hermann Lieb, county clerk of Cook county, Illinois,
to
Anne Lewis Beeson.

STATE OF ILLINOIS,
Cook County.

No. 108,919.

This instrument was filed for record on the 30th day of Oct. A. D. 1876 at the hour of 1 o'clock p. m. and duly recorded in Book 647 of Records at page 519.

JAS. W. STEWART,
Recorder of Deeds.

257 Complainant's solicitor asked leave to withdraw the original exhibits, on filing copies, which leave was granted.

The complainant thereupon rested.

258 The solicitor for defendant Wilson offered in evidence in behalf of said defendant a deed from the city of Chicago to him, dated May 24, 1864, of the premises in question, together with the certificates of acknowledgment and recording together attached, and the same was marked Wilson Exhibit 1.

Objected to by the solicitors for complainants and the defendants Gage and Snow as incompetent, there being no judgment sale or precept shown.

The objection was overruled.

Said deed is as follows:

259 *Special Tax Deed.*

This indenture, made this twenty-fourth day of May in the year one thousand eight hundred and sixty four between the "City of Chicago," party of the first part, and F. A. Wilson party of the second part,

Witnesseth, that whereas the "City of Chicago," by virtue of the authority in it vested, did levy an assessment upon the real estate in the said city of Chicago, deemed benefitted by reason of opening South street from Stewart avenue to the South branch of the Chicago river and lot numbered (11) eleven in block numbered (43) forty-three of the Canal Trustees' subdivision of the southeast quarter of section (21) twenty one, township (39) thirty nine, north range (14) fourteen east third P. M. in the city of Chicago, county of Cook, and State of Illinois, with the buildings, if any, situated thereon, was duly assessed to pay the sum of seventy six dollars and fifty cents, that being the proportion of the benefits resulting to said lot or parcel of land, by reason of the said improvement, the said lot or parcel of land having been listed and assessed in the time and manner required by law. And whereas, a warrant, as prescribed by law, to collect said assessment having been duly issued and delivered to the city collector, on or before the second Tuesday of October, in the year A. D. 1860. And whereas, said collector did publish according to law, a notice for thirty days in the corporation newspaper, that said warrant was in his hands for collection, requesting all persons forthwith to make payment thereof at his office.

And whereas, said collector having prepared and made report to the superior court of Chicago, a court of general jurisdiction held in Chicago, at the February term thereof, in the year A. D. 1861, of a list of lots and parcels of land in said city, on which said assessment remained due and unpaid, in which report the assessment aforesaid on the lot or parcel of land above described was included and reported as unpaid. And whereas, upon the filing of said report and the certificate of publication as prescribed by law, such proceedings were thereupon had in said court, that afterwards a judgment of said court was rendered against the several lots, lands, parcels or pieces of land desribed in the said collector's report including the lot or parcel of land hereinbefore described, for the
260 amount of assessment and cost due thereon, and the clerk of
said court did afterwards make out, under the seal of said court, and deliver to said collector a copy of said collector's report, together with the order of the court thereon, for the sale of said lots or parcels of land, or so much thereof as would satisfy the said assessment and costs thereon. And whereas, the said collector, the said assessments and costs, not having been previously paid, did afterwards on the eleventh day of March one thousand eight hundred and sixty one having first duly advertised the same to be sold, in the manner, for the length of time, and in all respects according to law, offer said lots or parcels of land for sale at public auction, in said city, according to the law in such case made and provided.

And at such sale F. R. Wilson became the purchaser of the whole of the said lot or parcel of land, for the amount of said assessment and costs, amounting to the sum of eighty four dollars and fifteen cents—that being the smallest portion of ground for which any person would pay the same. And whereas, a certificate of such sale was duly issued to the said purchaser;

And whereas, two years have elapsed since such sale, and the said premises sold as aforesaid have not been redeemed according to law; except the west half of said lot numbered eleven as aforesaid;

And whereas, the said party of the second part has delivered to the city comptroller of the city of Chicago, an affidavit of notice having been given of said purchase three months before the expiration of the time of redemption on said sale, according to the provisions of the statute in such case made and provided:

Now therefore, the "City of Chicago," for and in consideration of
the said sum paid by the said purchaser at the time of the aforesaid
sale, and by virtue of the law in such case made and provided,
granted, bargained, sold and conveyed, and by these presents doth
grant, bargain, sell and convey unto the said party of the second
part his heirs and assigns, all of the east half of lot numbered eleven
(the west half thereof having been redeemed) in block numbered
forty three of the Canal Trustees' subdivision of the southeast
261 quarter of section twenty-one, township thirty-nine, north
range fourteen east of the third principal meridian in the city
of Chicago, county of Cook, and State of Illinois. Together with all
and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining—To have and to hold the said premises above conveyed, with the appurtenances, unto the said party of the second part, his heirs and assigns forever; subject, however, to all the rights of redemption provided by law.

In witness whereof, the "city of Chicago" hath caused its corporate seal to be hereunto affixed, and these presents to be signed by the mayor and comptroller, and countersigned by the clerk thereof, the day and year first above written.

[SEAL.] F. C. SHERMAN, *Mayor.*
S. S. HAYES,
City Comptroller.

Attest: H. W. ZIMMERMAN, *City Clerk.*

STATE OF ILLINOIS,
County of Cook, City of Chicago, } *ss:*

I, John C. Reiley, a notary public for the city of Chicago in the county of Cook and State aforesaid, do hereby certify that F. C. Sherman, S. S. Hayes and H. W. Zimmerman personally known to me to be the same persons whose names are subscribed to the annexed instrument of writing, as mayor, city comptroller and clerk of the city of Chicago, respectively, appeared before me, this day in person, and acknowledged that they signed sealed and delivered the said instrument of writing, as mayor, city comptroller and clerk aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal at Chicago in said county this 28th day of May, 1864.

[SEAL.] JOHN C. REILEY,
Notary Public.

Revenue stamp 5 cents.

Tax Deed on Special Certificate No. —.

City of Chicago
to
F. R. Wilson.

State of Illinois,
Cook County, } ss:

No. [illegible]

This instrument was filed for record on the tenth day of Jan. A. D. 1868, and duly recorded in Book [illegible] of Deeds at page [illegible].

[illegible]
Clerk of Circuit Court and ex Officio Recorder.

282 Frederick R. Wilson, called as a witness in his own behalf, having been first duly sworn, testified as follows:

Direct examination by Mr. [illegible]:

Q. Please state your name.
A. Frederick R. Wilson.
Q. Are you the Frederick R. Wilson mentioned in this deed as offered in evidence and marked Wilson Exhibit [illegible]?
A. Yes sir.
Q. When did you get that deed from the city of Chicago?
A. I think it was in 1868.
Q. The date that the deed bears date?
A. Yes, the same day that it bears date.
Q. Are you familiar with the premises in question?
A. Yes sir.
Q. How long have you been acquainted with the property?
A. Nearly thirty-eight years.
Q. That is the east half of lot [illegible], block [illegible], in the Canal Trustees subdivision?
A. Yes sir.
Q. The property described in the bill of complaint?
A. Yes.
Q. What did you do when you got this deed from the city of Chicago?
A. I took possession by fencing the property in; and there was immediately a person by the name of [illegible] that brought his property there, moved it on the lot, a portion of the lot.

283 Q. I hand you a lease from yourself to [illegible], the same dated Mar 1st, 1868, of the southeast quarter of the east half of lot [illegible], block [illegible], Canal Trustees subdivision, etc., and apparently

a lease on the first day of May 1859 and ask you to identify the signatures attached to that instrument. Whose whose signatures appear there?

A. It is the signature of myself and Patrick McCormick.

Q. Your tenant?

A. Yes.

Q. When you executed the lease to Patrick McCormick what did he do?

A. He went immediately and moved a house on it, and took possession, and remained there seven and a half years.

The lease referred to was offered in evidence, and marked Witness's Exhibit [illegible]. It was objected to, that the grantor [illegible] was shown to have any title at the time that the [illegible] made.

The court reserved his ruling on the objection.

Said lease was as follows:

[illegible] This indenture, made the first day of May, in the year of our Lord one thousand eight hundred and fifty-nine, between [illegible] of the first part, and Patrick McCormick, [illegible] of the city of Chicago, county of Cook, & State of Illinois, of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the city of Chicago, in the county of Cook, and in the State of Illinois, known and described as follows, to wit: The north [illegible] quarter [illegible] of the [illegible] half [illegible] of lot [illegible] in block [illegible] in Canal Trustees' subdivision of south [illegible] quarter [illegible] of section [illegible], township thirty nine [illegible] north range fourteen [illegible] east of 3rd principal meridian.

To have and to hold the said above described premises with the appurtenances unto the said party of the second part, his executors, administrators and assigns, from the first day of May, in the year of our Lord one thousand eight hundred and fifty-nine, for and during and until the first day of May [illegible].

And the said party of the second part in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part as rent for said premises the sum of [illegible] payable [illegible] on the first of May and the first day of [illegible] of each year until the whole be paid.

And the said party of the second part further covenants with the said party of the first part that said party has received said demised

premises in good order and condition, and that at the expiration
264 tion of the time in this lease mentioned, or sooner determination
tion thereof by forfeiture, he will yield up the said premises to the said party of the first part, in as good condition as when the same were entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear, excepted; and also will keep said premises in good repair during the lease, at his own expense.

It is further agreed by the said party of the second part, that neither he nor his legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained thereto.

And the said Patrick McCormick, executors, administrators and assigns agree further to pay (additional to the rents above specified,) all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions from the sewerage commissioners.

And provided the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or waste pipes or sewers on said premises, which may be ordered by board of public works, the amount so paid shall be considered as additional rent, and the said party of the first part may collect the same of said party of the second part in same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by said party of the second part, his executors, administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney or assigns, at election to declare said
term ended, and into the said premises, or any part thereof,
265 either with or without process of law, to reenter; and the said
party of the second part, or any other person or persons occupying in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in the first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part whether the same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws now in force in this State, or any other way. Meaning and intending hereby to give the said party of the first part, his heirs, executors, administrators or assigns, a valid and

first lien upon any and all goods, chattels and other property belonging to the said party of the second part, as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, executors, administrators, and assigns, do hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same after such default, or after the termination of the lease, in any of the ways above named he shall be deemed guilty of a forcible detainer of said premises, under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law as above stated.

266 And it is further covenanted and agreed by and between the parties that the party of the second part shall pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Stamp.
For three years or less $.50 For more than three years $1.00

Witness the hands and seals of the parties aforesaid.

FREDERICK R. WILSON. [SEAL.]
PATRICK McCORMICK. [SEAL.]

EDWARD LIPPINCOTT.

Endorsed.

Lease.

From Frederick R. Wilson
to
Patrick McCormick.

Rec'd $25. which settles for rent up to the first day of May, 1865.
Rec'd of P. McCormick 12$\frac{50}{100}$ for rent up to the 1 Nov. 1865.
F. R. WILSON.

Rec'd on the within lease all rent due up to the 1 day of May 1866.
$12.50. F. R. WILSON.

Rec'd on the within lease all rent up to 1 Nov'r 1866.
$12.50. F. R. WILSON.

Rec'd on the within lease all rent up to 1 May, '67.
12.50 F. R. WILSON.

Received on the within — rent up to 1 Nov. 1867. 12.00 less 50.
F. R. WILSON.

Rec'd on the within lease rent up to 1 May 1868, less $2.50.
$10.00. F. R. WILSON.

Rec'd on the within lease rent up to 1 Nov'r 1868.
$15.00. F. R. WILSON.

267 Q. How long after you got your deed from the city of Chicago did McCormick move in possession, and explain how the lease came to be dated on the first day of May, 1864?

A. Well, he agreed to take the property, and he had some delay in moving his house.

Q. You don't quite understand my question.

A. I probably don't. Mention it again, please.

Q. The deed from the city was dated May 24, 1864, and the lease to McCormick bears date May 1st, 1864. Explain when McCormick went into possession, and how the lease came to be dated as of that date?

A. Allow me to look at the document. He went in when, do you say?

Q. That is what I asked you.

A. I see it is dated here the first of May, 1864.

Q. Your deed is dated on May 24th, 1864, 24 days after the date of the lease.

A. He paid in advance on this property, and he had some delay in moving his house.

Q. With reference to the time that you got your deed from the city of Chicago, May 24, 1864, when did McCormick move in?

Objected to by complainant's solicitor.

A. He went in immediately there. Yes, I spoke to McCormick, before I got my deed; before the deed was issued it was all understood that he would move his house there, and he paid his
268 rent from the first of May, 1864, for five years.

Q. Let me understand you. Did you say that he moved in after you got your deed from the city?

A. Yes, I think so. I believe so. I think so. He had some delay in moving, some delay through the house moving.

Q. Please state if you remember when McCormick actually moved in possession of the property, with reference to the time that you got your deed from the city?

Objected to by complainant's solicitor, that the witness has already stated.

The COURT:

Q. Did you understand that question?
A. I had a conversation with McCormick before——
Q. Do you understand this question?
A. No, I don't thoroughly understand.

Mr. GILLETTE:

Q. How old are you?
A. Going on 78.
Q. You testify that you got this deed from the city of Chicago on the 24th day of May, 1864.
A. On the 28th.
Q. On the 24th day of May, 1864.
A. Yes.
Q. The lease of this property to McCormick bears date the first day of May, 1864, which was 24 days prior to the time that you got this deed. Now I want you to explain to the court if you remember when McCormick moved into possession, whether he took
269 possession after you got your deed, or before you got your deed, and when he took possession with reference to time——

Objected to by complainant's solicitor.

The COURT:

Q. When did McCormick move onto this property, to the best of your recollection?
A. I was not there to see. I understood he had some delay with his house moving.

Mr. GILLETTE:

Q. You know about when that was——
A. He paid rent up to the term of years that is mentioned here in advance.

The COURT:

Q. Was it before or after you got your deed from the city?
A. I could not well say that, because I did not attend to that. I made the arrangement before I got me deed, because I was sure that I would get it, and consequently it was before I got the deed. I understood he had some delay, or rather the house mover gave him some delay.

Mr. GILLETTE:

Q. What is your best recollection as to whether McCormick went into possession before the 24th day of May?
A. I don't think I saw the property afterwards for about four months.
Q. Four months from what time?

A. From the time I got the lease. He moved in there sooner than I expected. I understood that he had some delay.

Q. I will ask you this question: Do you remember the
270 date when this lease was made that bears date the first of
May?

A. It certainly was the day that it bears date.

Q. The first day of May?

A. Yes sir. He paid his money in advance. I didn't go there to see him put his house on.

Q. This lease to McCormick which has been offered in evidence is of the south east quarter of the east half of lot 11. What arrangement, if any, did you make, with McCormick, with reference to the balance of the lot?

A. He was to keep charge of the lot, and not allow any trespassing.

Q. Did you have any verbal agreement with him in regard to the balance of the premises?

A. Yes, I had that agreement, that he was to take charge of it and keep parties from trespassing on it, and I assisted in fencing it.

Q. Until what time?

A. During the time of his lease. Then it was removed after the five years expired, until we got a tenant.

Q. While McCormick was in possession there did he pay you rent?

A. He paid his rent, and paid it promptly.

Q. Who collected the rent during that time?

A. I think I collected it myself.

Q. I will now hand you a lease dated May 1st, 1869, from yourself to said Patrick McCormick, expiring by its terms April 30, 1874, and ask you to state whose signatures appear upon that instrument?

271 A. That is my signature and also McCormick's.

The paper referred to was offered in evidence, and marked Wilson's Exhibit 3.

272 This indenture, made this first day of May in the year of our Lord, one thousand eight hundred and sixty nine between Frederick R. Wilson of the city of Chicago, county of Cook and State of Illinois of the first part, and Patrick McCormick, of the same place of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situated, lying and being in the city of Chicago, in the county of Cook, in the State of Illinois, and described as follows, to-wit:

The south east quarter (¼) of the east half (½) of lot eleven (11) in blcok number forty three (43) in Canal Trustees' subdivision of the south east quarter (¼) of section twenty one (21) township thirty nine (39) north range fourteen (14) east of the principal meridian.

To have and to hold, the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of May in the year of our Lord one thousand eight hundred and sixty nine for and during and until the thirty first (31st) day of April 1874.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, his *heris*, executors, administrators and assigns, to pay the said party of the first part, as rent for said demised premises, the sum of two hundred ($200) dollars payable quarterly in advance. Ten ($10) dollars cash in hand on delivery of this lease and ten ($10) — on the first day of the months of May, August, November and February of each and every year until the whole is paid or during the term of this lease.

And the said party of the second part further covenants with the said party of the first part, that said second party has received said demised premises in good order and condition, and that
273 at the expiration of the time in this lease mentioned he will
yield up the said premises to the said party of the first part, in as good condition as when the same were entered upon by the said party of the second part, loss by fire or inevitable accident, or ordinary wear, excepted: and also, will keep said premises in good repair during this lease, at his own expense.

It is further agreed by the said party of the second part, that neither he nor his legal representatives will underlet said premises, or any part thereof, or assign this lease, without the written assent of said party of the first part first had and obtained thereto.

And the said Patrick McCormick and his executors, administrators and assigns, agree further to pay (in addition to the rents above specified), all water rents taxed, levied or charged on said premises for and during the time for which this lease was granted, and save said premises and the party of the first part harmless therefrom, and that he will keep said premises in a clean and wholesome condition, in accordance with the ordinances of the city, and directions of the sewerage commissioners.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants her*r*in contained, to be kept by the said party of the second part, his executors, administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney and assigns, at election, to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to re-enter; and the said party of the second part, and any other person or persons

occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the
274 said party of the second part, in that case, hereby agree to waive all legal rights which he may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, his heirs, executors, administrators or assigns a valid and first lien upon any and all goods and chattels, and other property belonging to the said party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid or in any other way, the said party of the second part, his executors, administrators and assigns, do hereby covenant and agree to surrender and deliver up the said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the *the* determination of the said lease as aforesaid, and if he shall remain in possession of the same three days after notice of such default, or after termination of this lease, in any of the ways above named, he shall be deeded guilty of a forcible detainer of said premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees, and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

FREDERICK R. WILSON. [SEAL.]
PATRICK McCORMICK. [SEAL.]

WM. C. OTT.

275 *Lease.*

Dated May 1st, 1869.

Frederick R. Wilson
to
Patrick McCormick.

Expires April 30th, 1874.

Rec'd rent up to 1 Aug't 1868.
$10.00.
F. R. WILSON.

Rec'd rent up to 1 Nov. 1869.
$10.00
F. R. WILSON.

Paid up to 1 Feb'y '70.
$10.00
—— ——

Paid up to 1 May, '70.
$10.00
F. R. WILSON.

1 Aug. 1870.
Rec'd rent up to the above date.
$10.
F. R. WILSON.

Paid rent up to 1 Nov. '70.
$10.00
F. R. WILSON.

Paid up to 1 Feb'y 1871.
$10.00
F. R. WILSON.

Paid up to 1 May, 1871. F. R. Wilson.
$10.00
F. R. WILSON.

Paid up to 1 Aug't '71.
$10.00
F. R. WILSON.

Paid up to 1 Nov. '71.
$10.00
F. R. WILSON.

Paid up to 1 Feb'y '72.
$10.00
F. R. WILSON.

Paid up to 1 May, 1872.
$10.00
F. R. WILSON.

For a valuable consideration, I have this 20th day of April, 1872, surrendered to F. R. Wilson, my landlord, all right in the within lease, and agree to give him possession of the house situated on said described land this 20 April, 1872. And all other personal property mentioned in bill of sale of said house dated 17 April, 1872, which was lawfully mine, my wife having no interest in the same.

PATRICK McCORMICK,
his x mark.

Witness:
JAMES MORRIS.

276 Q. Is that Patrick McCormick mentioned in the lease I have just handed you the same as the one mentioned in the former lease?

A. Yes sir.

Q. How long did he remain in possession under this last lease?

A. He remained there for nearly three years, I think.

Q. That was in 1872. He remained there until 1872?

A. Yes.

Q. During that time did he continue to pay you rent?

A. Yes sir. He paid me rent up to the time.

Q. What arrangement did you have with him at the time when he moved out? What was said between you and Mr. McCormick?

A. He wanted more room, and told me, I think he was going to go into some other business. He had only one horse at that time, and he went into regular teaming, with two horses, and coal business, and is in it still.

Q. I now hand you an instrument purporting to be a bill of sale from Patrick McCormick to yourself, of one-story frame cottage, and frame barn, platform, etc., and fencing, situated on the premises, in question, and ask you to state if you know who signed that instrument? Have you ever seen that before?

A. Yes.

Q. When did you see it? How did it come into your possession?

A. When he sold me the cottage and——

Q. Did Patrick McCormick sign that instrument?

(No answer.)

277 Q. Do you know whether Patrick McCormick signed that bill of sale?

A. Yes, I do. It doesn't seem like his writing. It is a mark.

Defendant's solicitor offered in evidence the bill of sale referred to, from Patrick McCormick to Frederick R. Wilson, and the same was marked Wilson's Exhibit 4.

Objected to by complainant's solicitor, that there is no proof of the execution of the paper.

The COURT:

Q. Were you present when this instrument was signed?
A. Yes, sir.
Q. Did you see McCormick sign it, this bill of sale?
A. I think I did, sir. I had to pay him the money.

The objection was overruled.
The paper is as follows:

278 *Bill of Sale.*

Know all men by these presents: That I, Patrick McCormick, of the city of Chicago, in the county of Cook and State of Illinois, of the first part, for and in consideration of the sum — three hundred and twenty five ($325.00) dollars, lawful money of the United States, to me paid by Frederick R. Wilson, of the same place, aforesaid, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey, unto the said party of the second part, his executors, administrators, and assigns, the one story frame cottage, frame barn, hydrant platform, privy, fencing, etc., situate on the south east quarter (¼) of east half (½) of lot eleven (11) in block forty three (43) of the Canal Trustees' subdivision of section twenty one (21) township thirty nine (39) north of range fourteen (14);

To have and to hold the same unto the said party of the second part, his executors, administrators and assigns forever. And I do, for myself, my heirs, executors, and administrators, covenant and agree, to and with the said party of the second part, his executors, administrators and assigns, to warrant and defend the sale of the said property, goods and chattels, hereby made, unto the said party of the second part, his executors, administrators and assigns against all and every person and persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this seventeenth day of April one thousand eight hundred and seventy-two.

his
PATRICK x McCORMICK. [SEAL.]
mark.

Signed, sealed and delivered in presence of
—— ——.

Revenue stamp 50 cents.

Bill of Sale.

Patrick McCormick
to
F. R. Wilson.

House 344 22nd street.

279 STATE OF ILLINOIS, *Cook County*, } *ss:*

I, Peter H. Witt, a notary public in and for the city of Chicago in said county, in the State aforesaid, do hereby certify that Patrick McCormick who — personally known to me to be the same person whose name — subscribed to the annexed bill of sale appeared before me this day, in person, and acknowledged that he had signed, sealed, and delivered the said instrument of writing as his free act and deed for the uses and purposes therein expressed.

Given under my hand and notarial seal, this 17th day of April, A. D. 1872.

[SEAL.]

PETER WITT,
Notary Public.

280 Mr. GILLETTE:

Q. Did you pay him the money mentioned in that instrument, for the cottage?

A. Yes.

Q. I now hand you a lease from yourself to Edward Nurse, dated May 1st, 1872, expiring the first day of May, 1873, for a portion of the premises in question, and ask you to state if you know whose signatures appear upon that instrument?

A. My signature, and also Nurse's.

Q. Was Nurse a tenant of yours under that lease?

A. Yes.

Q. Did Nurse take possession of the premises described in this lease?

A. Yes sir.

Q. Did he pay you rent for them?

A. Yes sir.

The lease referred to was offered in evidence, and marked Wilson's Exhibit 5.

281 This indenture, made this first day of May in the year of our Lord one thousand eight hundred and seventy two between Frederick R. Wilson, of the city of Chicago, in the county of Cook and State of Illinois, of the first part, and Edward Nurse, of the same place aforesaid of the second part,

Witness*the*, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators, and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the city of Chicago, in the county of Cook, and in the State of Illinois, known and described as follows, to wit:

That certain frame cottage, situate on the southeast quarter (¼) of the east half (½) of lot eleven (11) in block number forty three (43) in the Canal Trustees' subdivision of the south east quarter (¼) of section twenty one (21) township thirty nine (39) north of range fourteen (14) east

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of May in the year of our Lord one thousand eight hundred and seventy two for and during, and until the thirtieth day of April A. D. one thousand eight hundred and seventy three (1873) inclusive.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of three hundred ($300.00) dollars, payable in twelve equal installments of twenty five ($25.00) dollars each, on the first day of each month in advance.

And the said party of the second part further covenants with the said party of the first part, that said party has received said demised premises in good order and condition, and that at the expiration of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said 282 party of the first part, in as good condition as when the same were entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear, excepted; and also, will keep said premises in good repair during the lease, at his own expense.

It is further agreed, by the said party of the second part, that neither he nor his legal representatives will underlet said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained thereto.

And the said Edward Nurse, his executors, administrators and assigns, agree further to pay (additional to the rents above specified) all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions of the health officers.

And provided the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or waste pipes or sewers on said premises, which may be ordered by the board of public works, the amount so paid shall be considered as additional rent, and the said party of the first part may collect the same from the said party of the second part in the same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or default shall be made in any of the covenants, or agreements herein contained, to be kept by the said party of the second part, his executors administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney, or assigns, at his election, to dec*al*re said term ended, and into the said premises or any part thereof, either with or without process of law, to re-enter;
and the said party of the second part, or any other
283 person or persons occupying in or upon the same, to expel,
remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in his first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give to the said party of the first part, his heirs, executors, administrators, or assigns, a valid and first lien upon any or all goods, chattels and other property belonging to the said party of the second part, as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his executors, administrators, and assigns, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same three days after notice of such default, or after termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said property, under the statute, and shall be subject to all the condi-

tions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

FREDERICK R. WILSON. [SEAL.]
EDW'D NURSE. [SEAL.]

THEO. HARTMANN.

284 *Lease.*

Cottage on 22nd St.

Frederick R. Wilson
to
Edward Nurse.

From 1 May, 1872, to 1 May, 1873.

Received on the within lease the sums set opposite the following months for the years 1872 and 1873.

1872, May	$25.00	F. R. Wilson.
June	$25.00	F. R. Wilson.
July	$25.00	F. R. W.

285 Q. The lease which has just been offered in evidence runs from May 1st, 1872, to May 1st, 1873. Do you remember whether Nurse remained in possession during the entire year?

(Witness refers to memoranda.)

Mr. Childs:

Q. What are you referring to?
A. I am referring to some dates. I suppose you want the dates.

Mr. Gillette:

Q. Just tell the court what you are looking at now.

The Court:

Q. Is it some minute or memoranda that you made lately?
A. Yes sir. It isn't very long ago, since I made this memorandum of the dates when parties moved in and moved out.

Mr. GILLETTE:

Q. Did you take that memoranda from your memoranda that you made and had in your possession?

Objected to as leading. Objection sustained.

Q. Here are the original papers. See if you can find any memoranda there. Nurse went into possession there, didn't he?
A. Yes sir.
Q. He did not renew his lease, did he?
A. No. It was another party took it, and he remained for the balance of the——
Q. I will now hand you a lease from yourself to Benjamin R. Hillmer, bearing date February 1st, 1873, expiring April 30, 1874, at an annual rental of $144., payable monthly in advance, of
286 the premises described therein, and ask you to state whose signatures, if you know, appear on that lease?
A. Yes sir, that is a tenant of my own.
Q. Hillmer, the party named in the lease, signed the lease?
A. Yes sir.
Q. Was he a tenant of yours?
A. He was.
Q. Did he pay you the rent?
A. Yes sir.

The lease referred to was offered in evidence and marked Wilson's Exhibit 6.
It was objected to by complainant's solicitor as being immaterial, and the objection was overruled.
Said paper was — follows:

287 This indenture, made this first day of February in the year of our Lord one thousand eight hundred and seventy three between Frederick R. Wilson of the city of Chicago in the county of Cook and State of Illinois party of the first part, and Benjamin Rice Hillmer of the same place, of the second part,
Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, have demised and leased to the said party of the second part, all those premises situate, lying and being in the city of Chicago, in the county of Cook, and State of Illinois, and known and described as follows, to wit:
The cottage house, No. 344 Twenty second street.
It is understood by and between the parties that the stable and a reasonable amount of the ground in the rear of the above cottage is rented to one M. Gillegan previous to the execution of this lease.
To have and to hold, the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of February in the

year of our Lord one thousand eight hundred and seventy three for and during, and until the thirty first day of April in the year of our Lord one thousand eight hundred and seventy four yielding possession and paying rent therefor, as hereinafter stated.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, at his office 77 S. Clark St., Chicago or at the office of his assigns, as rent for the said demised premises, the sum of one hundred and eighty dollars payable in monthly instalments of twelve dollars on the first day of each month, payable in advance.

And it is further agreed by the said party of the second part, in consideration of the leasing of the premises, that he the said party of the second part, shall and will pay or cause to be paid promptly,
as soon as the same become due, all assessments for water
288 rents that may be levied upon said demised premises, during
the continuance of this lease, by the board of water commissioners of the city of Chicago, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and the directions of the sewerage commissioners.

And the said party of the second part hereby covenants and agrees, in case of delay in payment of any water rent levied upon said premises during the said term, to pay said party of the first part, as liquidated damages for such breach of covenant, double the sum of such rent so assessed upon said premises as aforesaid.

And the said party of the second part further covenants and agrees, that during the term of this lease, no intoxicating liquors shall be sold or given away, in, upon, or about said demised premises in violation of any law of the State of Illinois; that any such violation of any such law, by any person or persons whomsoever, in, upon, or about said demised premises, shall at once work a forfeiture by said party of the second part of this lease, and said premises shall revert to said party of the first part, with all rights of re-entry and possession to said party of the first part, as hereinbefore provided in case of forfeiture. And said party of the second part further covenants and agrees that in case said premises and said party of the first part, or either of them, shall be held liable for any such violation of law, or shall be held liable for any damages resulting from the selling or giving away of intoxicating liquors, in, upon, or about said premises, by any person or persons whomsoever then, and in that case, said party of the second part, in addition to such forfeiture, as aforesaid, shall and will immediately repay to said party of the first part any and all moneys and expenses which said party of the first part shall be required to pay in consequence thereof, and will *pay* said party of the first part and said premises harmless therefrom.

And the said party of the second part further covenants with the
said party of the first part, that, at the expiration of the time
289 in this lease mentioned, he will yield up said demised premises to said party of the first part, in as good condition as when the same were entered upon by the said party of the second part—loss by fire or inevitable accident, and ordinary wear, excepted.

It is further agreed by the said party of the second part, that neither he nor his legal representatives shall underlet said premises or any part thereof, or assign this lease, without the written assent of said party of the first part, first had and obtained thereto.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day and at the place of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained, to be kept by the said party of the second part, or his executors, administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney or assigns, at his election, to declare said term ended, and the said demised premises, or any part thereof, either with or without process of law, to re-enter, and the said party of the second part, or any other person or persons occupying in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy as in first and former estate; and it shall be the duty of the said party of the second part, his executors, administrators, or assigns, to be and appear at the said place above specified for the payment of said rent, and then and there tender and pay the same as the same shall fall due from time to time, as above, to the said party of the first part, his agents or assigns; or in his absence, if he shall offer to pay the same then and there, such offer shall prevent such forfeiture.

And it is expressly understood that it shall not be necessary, in any event, for the party of the first part or his assigns, to go on or near the said demised premises to demand said rent, or elsewhere than at the place aforesaid. And in event of any rent being due and unpaid, whether before or after such forfeiture declared, to distrain for
any rent, that may be due thereon, upon the property
290 belonging to the said party of the second part, whether the
same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now have or may have to hold and retain any such property, under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give to said party of the first part, his heirs, executors, administrators and assigns, a valid and first lien upon any and all the goods, chattels or other property belonging to the said party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if, at

any time, said term shall be ended at such election of said party of the first part, his heirs, executors, administrators or assigns, as aforesaid, or in any other way, the said party of the second part, his executors, administrators, and assigns, do hereby covenant, promise and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid; and if he shall remain in possession of the same ten days after notice of such default, or after the termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said demised premises, under the statute and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated; and in order to enforce a forfeiture of this lease for non-payment of rent when due, no demand for rent when due shall be required, any demand being hereby expressly waived.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

FREDERICK R. WILSON. [SEAL.]
BENJAMIN RICE HILLMER. [SEAL.]

In presence of
CHAS. J. KEITH.

291 *Lease.*

House on 22nd street.

Frederick R. Wilson
to
Benjamin R. Hillmer.

From 1 Feb'y, 1873, to 31 April, 1874.

Rent payable, $144. per year. Payable monthly in advance.
1873, March 20. Rec'd $12.00, rent of house to March 1, '73.

F. R. WILSON.
JAS. SMALL.

1873, May 20th. Rec'd $12.00 to April 1/73.

Pr. F. R. WILSON.
JAS. SMALL.

1873, June 24 / 73. Rec'd 12.00 to May 1 / 73.
F. R. WILSON.
JAS. SMALL.

1873, Aug't 27. Rec'd 12.00 to June 1, '73.
F. R. WILSON.
P. JAS. SMALL.

1873, Oct. 10. Rec'd 10.00 on ac't.
F. R. WILSON.
R. JAS. SMALL.

292 Q. Concerning this last lease offered in evidence, to Benjamin R. Hillmer, the premises described therein as the cottage house, number 344 22nd street, where was that cottage situated with reference to the premises in question the east half of lot 11? Was that the McCormick cottage that you have been talking about?

Objected to by complainant's solicitor as leading. Objection sustained.

Q. What cottage was referred to in this lease, the Hillmer lease, as number 344 22nd street? Tell us where that cottage was situated, with reference to the premises in question?

A. This was a part of where McCormick originally occupied first, and he remained there about seven years, or perhaps a little over. As regards the numbers, they were changed very frequently them days. It is now called 386.

Q. Do you remember whether or not Hillmer remained in possession of these premises after the expiration of his lease, and if so, how long?

A. I think a year—a year longer than the lease was given for. He went in for one year, and he remained there another year.

Q. During the time that he was in possession did he pay you rent?

A. Yes sir, for all the time he was in there. The last year was a verbal lease,

Q. While Patrick McCormick was in possession, did he pay you rent?

A. Yes sir.

293 Q. During the whole time?

A. Yes.

Q. While Edward Nurse was in possession did he pay you rent?

Objected to by complainant's solicitor as leading. Objection overruled.

A. He did.

Q. During the whole time that he was in possession?

A. Yes.

Q. Did Benjamin R. Hillmer pay you rent during the whole time that he was in possession?

Objected to by complainant's solicitor as leading. Objection overruled.

A. Yes sir.

Q. I will now show you and hand you a lease bearing date June 1st, 1874, between you and I. O. Martin, expiring June 1st, 1875, the premises described therein being the basement frame cottage known as 344 22nd street, and ask you to state whose signatures are attached to that lease, if you know?

A. That is my signature.

Q. Whose is the other?

A. My agent used to collect for me at that time, Mr. McElroy. I think he is dead.

Q. Do you remember whether Martin ever went into possession under any lease?

A. Yes.

Q. Do you remember whether it was under this lease?

A. Yes sir, but it was my agent that did the renting.

Q. Who was your agent at that time?

A. Mr. John McElroy.

294 Q. It was he who prepared the lease, if you know?

Objected to by complainant's solicitor, as leading. Objection sustained.

The Court:

Q. Do you know who prepared the lease?

A. That is Mr. McElroy's writing. I know the tenant.

Mr. Gillette:

Q. The party named in here, I. O. Martin, was he a tenant of yours?

Objected to by complainant's solicitor as leading. Objection overruled.

A. Yes sir.

Q. Do you remember how long he was in possession there?

Objected to, as assuming that Martin was in possession. Objection sustained.

Q. Did he occupy the basement of the cottage?

The Court: Don't lead the witness.

A. He occupied the premises.

Mr. Gillette:

Q. Who? I. O. Martin?

(No answer.)

Q. Did he pay you any rent?
A. Yes sir.
Q. Please strte if this cottage referred to in this lease as 344 22nd street is the same cottage that was leased to Benjamin R. Hillmer? Is that the same cottage that was referred to in the Hillmer lease as 344 22nd street, and which was testified was the McCormick cottage?
A. Yes.
295 Q. How long did Martin occupy that cottage?
A. I did not look at the date of that.

Mr. Hudson: I object to his looking at the lease on that question.

The Court: He may look at the lease. It has been in his possession. And after inspecting it it may refresh his recollection.

Mr. Gillette:

Q. The question now is, this lease which you now hold in your hand, to Martin, is from June 1st, 1874, to May 1st, 1875, for one year. Can you state from your recollection how long Martin remained in possession, or how long he occupied these premises?

Objected to as leading.

The Court:

Q. How long did Martin stay in possession of the premises?
A. A year, I understand.
Q. Do you mean to say that is the best of your recollection, that he stayed there a year?
A. Yes sir, and the receipt on the lease will show various payments for the year.

Mr. Gillette:

Q. These memoranda appearing upon the back of this lease, memoranda of payment of rent, are those in your handwriting?
A. Yes sir.
Q. Each of those memoranda bears date. When were they made with reference to the dates which they bear? Were the memoranda made on that date, or were they made later?
A. If my agents bring home money to me it might be a month after he received it. I can't say.
296 Q. As near as you can when was that memorandum made?
A. It is probable my name as a receipt to Mr. McElroy.

Mr. Hudson:

Q. Did you collect any of these rents personally from the tenant?
A. Some appears to be paid probably in the office, and others Mr. McElroy, my agent, collected.

The Court:

Q. Did you collect any personally?
A. I know they were all paid, and all receipted, and marked paid,

F. R. Wilson. I should say that they were all paid, but I see Mr. McElroy's writing where he received some, and then he would bring in a monthly statement of what he collected, and this is an endorsement that I got from McElroy with certain endorsements of money that he delivered to me.

Q. Then he collected the rents, and you did not collect any of them?

A. Sometimes they came to the office and paid me personally.

Mr. GILLETTE:

Q. I notice here a memorandum on this lease, payment of rent down to May 1st, 1876. By reference to that memoranda can you refresh your recollection so as to state up to what time Martin remained in possession there?

Objected to by complainants' solicitor. Objection sustained, as leading.

Q. How long did Martin remain there and pay you rent?

(No answer.)

The COURT:

297 Q. Do you remember how long Martin was tenant there?

A. I cannot. I know he was there a considerable time.

Mr. GILLETTE:

Q. Can you by referring to your memoranda on the lease, refresh your recollection?

A. It looks like he was there more than one year. Sometimes they will hold over and be satisfied with a verbal lease.

Q. Can you, by looking at the memoranda on the back of that lease, refresh your recollection so as to enable you to state.

A. It looks like he stayed in there two years. The lease is only for one year, but he remained there one year more. It is fifteen dollars a month, and consequently the number of receipts there for the rent shows two years.

The lease referred to was offered in evidence by defendants' solicitor, and marked Wilson's Exhibit 7.

Said exhibit was — follows:

298 This indenture made this first day of June in the year of our Lord one thousand eight hundred and seventy four between Frederick R. Wilson of the city of Chicago, county of Cook and State of Illinois of the first part, and I. O. Martin of the same place, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinaftee mentioned, to be kept and performed by said party of the second part, his heirs, executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the city of Chicago in the county of Cook, and in the State of Illinois, known and described as follows, to wit:

The basement frame cottage known as three hundred and forty four (344) Twenty second street (without the stable or barn) in the city of Chicago aforesaid.

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his heirs, executors, administrators and assigns, from the first day of June, in the year of our Lord one thousand eight hundred and seventy four (1874) for and during, and until the first day of May one thousand eight hundred and seventy five (1875)

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part. his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of one hundred and seventy dollars and fifty cents ($170 50) payable in monthly installments of fifteen and one half dollars ($15.50) in advance on the first day of each and every month until the expiring of the lease or until the whole amount is paid.

And the said party of the second part further covenants with the said party of the first part, that said party has received said demised premises in good order and condition, and that at the expiration of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said
299 party of the first part, in as good condition as when the same was entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear, excepted, and also, will keep said premises in good repair during the lease, at his own expense.

It is further agreed, by the said party of the second part, that neither he nor his legal representatives will under let said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained, thereto.

And the said party of the second part, executors, administrators, and assigns, agree further to pay (additional to the rents above specified) all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions of the health officers.

And provided the party of the first part shall pay for any water rents, or for repairs of hydrants, supply or waste pipes or sewers on said premises, which may be ordered by the board of public works, the amount so paid shall be considered as additional rent, and the said party of the first part shall collect the same of the said party of the second part in the same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said party of the second part, his heirs, executors, administrators and assigns, it shall and may be lawful for the said party of the first part, heirs, executors, administrators, agent, attorney, or assigns, at his election, to declare said term ended, and into the said premises or any part thereof, either with or without process of
300 law, to re-enter; and the said party of the second part, or any other person or persons occupying in or upon the same, to expel, remove or put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in the first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress at law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, his heirs, executors, administrators or assigns, a valid and first lien upon any and all goods, chattels and other property belonging to the said *property* of the second part, as security for the payment of said rent in the manner aforesaid, anything herein before contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators, and assigns, as aforesaid, or in any other way, the said party of the second part, his heirs, executors, administrators, and assigns, do herrby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same after such default, or after the termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said premises, under the statute, and shall be subject to the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, without *without* process of law, as above stated.

And it is further agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

301 Witness the hands and seals of the parties aforesaid.

ISADOR MARTIN. [SEAL.]
FREDERICK R. WILSON. [SEAL.]

JOHN McELROY.

Lease.

From Frederick R. Wilson
to
I. O. Martin.

From 1 June, 1874. Expires 1 May, 1875.

Rent $15.50 month.
Paid rent up to July 1st, 1874. Fifteen and one half dollars.
$15.50. F. R. WILSON,
P. JOHN McELROY.
Paid, F. R. WILSON.

Paid up to 1 Aug't 1874.
$15.50. F. R. WILSON.

Paid rent up to 1st Sept., 1874.
$15.50.
Paid, F. R. WILSON.
F. R. WILSON,
Per J. McELROY.

Paid rent up to 1st Oct., 1874.
$15.50. F. R. WILSON,
Pr. J. McELROY.
Paid, F. R. WILSON.

Paid rent up to 1st Nov., 1874.
$15.50. F. R. WILSON,
Pr. J. McR.
Paid, F. R. WILSON.

Paid rent up to 1st Dec., 1874.
$12.50. F. R. WILSON,
J. McR.
Paid, F. R. WILSON.

Paid rent up to 1st June, 1876.
Eleven 50 / 100 & repairs 1.00—$12.50.
F. R. WILSON,
Pr. J. Mc.
Paid, F. R. WILSON.

Paid rent up to 1st Jan'y, 1875.
$12.50. F. R. WILSON,
J. McR.
Paid, F. R. WILSON.

Paid up to 1st Feb'y, 1875.
$12.50.
F. R. WILSON
Pr. J. McR.

Paid,
F. R. WILSON.

Paid rent up to 1st March, 1875.
$12.50.
F. R. WILSON,
Pr. J. McELROY.

Paid,
F. R. WILSON.

Paid rent up to 1st April, 1875. Twelve dollars 50 / 100.
$12.50.
F. R. WILSON,
Pr. J. McR.

Paid,
F. R. WILSON.

302 Paid rent up to 1st May, 1875
$12.50 1st May, 1875.
F. R. WILSON,
Pr. J. M. R.

Paid,
F. R. WILSON.

Paid rent up to 1st June, 1875.
$12.50
F. R. WILSON,
Pr. J. M. R.

Paid,
F. R. WILSON.

Paid rent up to 1st July, 1875.
$12.50
F. R. WILSON,
J. McR.

Paid,
F. R. WILSON.

Paid rent up to 1st Aug't, 1875 Twelve 50 / 100
$12.50
F. R. WILSON,
Per J. M*ca*R.

Paid,
F. R. WILSON.

Paid rent up to 1st Sep't, 1875. Twelve 50 / 100.
$12.50
F. R. WILSON,
J. McR.

Paid,
F. R. WILSON.

Paid rent up to 1st Oct. 1875. Twelve 50 / 100 dollars.
$12.50
F. R. WILSON,
Pr. J. McR.

Paid,
F. R. WILSON.

Paid rent up to 1st Nov. 1875. Twelve 50 / 100.
$12.50
F. R. WILSON,
J. McR.

Paid,
F. R. WILSON.

Paid rent up to 1 Dec. 1875. Twelve 50 / 100.
$12.50. F. R. WILSON,
J. McR.
Paid, F. R. WILSON.

Paid rent up to 1st Jan'y/ 1876. Twelve $12 / —
$12.50 F. R. WILSON,
Pr. J. Mc.
F. R. WILSON.

Paid up to 1st Feb'y, 1876. Twelve 50 / 100.
$12.50 F. R. WILSON,
J. Mc.
Paid, F. R. WILSON.

Paid 1st March 1876. Twelve 50 / 100 dollars.
$12.50 F. R. WILSON,
J. Mc.
F. R. WILSON.

Paid rent up to 1st April 1876. Twelve 50 / 100 dollars.
F. R. WILSON,
J. Mc.
Paid, F. R. WILSON.

Paid rent up to 1st May 1876. Twelve 50 / 100
$12.50 F. R. WILSON,
J. Mc.
Paid, F. R. W.

Paid up to 1st July, 1876. Twelve 50 / 100 dollars.
$12.50. F. R. WILSON,
J. Mc.
Paid, F. R. WILSON.

Paid rent up to 1st Aug't, 1876. Twelve 50 / 100 dollars.
$12.50 F. R. WILSON,
J. McELROY.
Paid, F. R. WILSON.

303 Paid rent up to 1st S'p't, 1876. Twelve 50 / 100.
$12.50 F. R. WILSON,
Pr. J. Mc.
Paid, F. R. WILSON.

Paid rent up to 1 Oct. 1876. Twelve 50 / 100 dollars.
$12.50 F. R. WILSON,
Pr. J. McR.
Paid, F. R. WILSON.

Paid rent up to 1st Nov. Twelve 50 / 100 dollars.
$12.50
F. R. WILSON,
Pr. J. Mc.

Paid,
F. R. WILSON.

304 Recess to 2 o'clock p. m.

2 o'CLOCK P. M.

Defendant Wilson's solicitor offered in evidence the record of agreement made and entered into the 31st day of January, 1888, by and between Fannie N. Dresser, of Fairbury, Livingston county, Illinois, and Lillie Bell- Dresser, of Chicago, Cook county, Illinois, party of the first part, and Henry H. Gage, of Chicago, Cook county, Illinois, party of the second part, as recorded in the recorder's office of Cook county Illinois, as document No. 1087454, and on April 17, 1889, in Book 2495 of Records, on page 375.

Objected to by complainant's solicitor.

Mr. GILLETTE: I have served a notice upon the other side to produce the original instrument, which notice I will file. I haven't the notice here. I will get it later. I will supplement the offer later by proof that such an agreement was made.

No ruling upon the objection.

305 This agreement made and entered into this thirty-first (31st) day of January, A. D. 1888, by and between Fanny N. Dresser, now of Fairbury, Livingston county, Illinois, and Lilly Belle Dresser of Chicago, Cook county, Illinois, parties of the first part, and Henry H. Gage, of Chicago, Cook county, Illinois, party of the second part.

Witnesseth, that whereas, the said parties of the first part claim to be vested with the title to the property hereinbefore mentioned, subject to the claim of the said party of the second part, and also to the claim of one Julia Wilson, who, is in possession thereof, by her tenants, the said parties of the first part claiming the right of redemption from the claims of said Wilson under and by virtue of the laws of Illinois in such case provided; and whereas, the said party of the second part is desirous of purchasing the said title of the said parties of the first part;

Now, therefore, in consideration of the sum of seven hundred and fifty ($750.00) dollars, the said parties of the first part covenant and agree to and with the said party of the second part to convey to him by a good and sufficient deed of conveyance the following described real estate situate in Chicago, Cook county, Illinois, to-wit :— The east half (½) of lot eleven (11), in block forty-three (43), in the Canal Trustees' new subdivision of the south east fractional quarter (¼) of section twenty-one (21), township thirty-nine (39), north range fourteen (14), east of the third (3rd) principal meridian. The consideration aforesaid to be paid as follows: Five hundred ($500.00) dollars to be paid by the party of the second part to the parties of the first part upon the ensealing of this contract, the receipt whereof is hereby acknowledged and confessed by the said parties of the first part, the said party of the second part hereby releasing and waiving all and every right and claim to a return thereof; and the further sum 306 of two hundred and fifty ($250.00) dollars to be paid by the said party of the second part to the parties of the first part when they shall have legally obtained possession of said premises from said Wilson and surrendered the same to said party of the second part or at any other time at the option of the party of the second part, and the payment of the said sum of two hundred and fifty ($250.00) dollars by him to the said parties of the first part without any deductions for any purpose whatsoever. It is further agreed by said parties of the first part that they will immediately cause proceedings to be instituted to determine the title of said Wilson to said land, and that they will prosecute such cause to a speedy determination.

It is mutually covenanted and agreed by and between the parties hereto that this agreement shall be obligatory upon our heirs, executors, administrators and assigns.

In witness whereof, we have hereunto set our hands and seals the day and year above written.

FANNY N. DRESSER. [SEAL.]
LILY BELLE DRESSER. [SEAL.]
HENRY H. GAGE. [SEAL.]

The above instrument was signed, sealed and delivered in my presence.

PARKER DRESSER, JR.

(6.) No. 1087454. Filed for record April 17, A. D. 1889, at 11 a. m.

WILEY S. SCRIBNER, *Recorder.*

307 (Defendant Wilson's solicitor offered in evidence the record of a deed from Frederick R. Wilson to Julia Wilson of the premises in question, being the deed described in the bill of complaint, dated July 6, 1877; said deed — shown to have been recorded March 14, 1885, in the recorder's office of Cook county, in Book 1617, on page 94, and being document No. 609647.)

Mr. GILLETTE: I will prove the loss of that original deed and our inability to find it.

(Complainant's solicitor objected to the record of the deed referred to, because the original deed is not accounted for and the record is not the best evidence. No ruling upon the objection.)

308 (Defendant Wilson's solicitor offered the record of a deed from Frederick R. Wilson, grantor, of the city of Chicago, Cook county, Illinois, for a consideration of $2000, conveying and quit-claiming to Julia Wilson of Englishtown, New Jersey, all his interest in the premises described in the bill of complaint herein, including certain other property in this county, bearing date July 6,

1877, together with the certificates of acknowledgment and recording.)

Said record is as follows:

309 This indenture witnesseth, that the grantor, Frederick R. Wilson, of the city of Chicago, county of Cook and State of Illinois for the consideration of two thousand (2000) dollars, convey- and quit claim- to Julia Wilson, of Englishtown in the State of New Jersey all his interest in the following described real estate, to wit:

Sub lots one (1) and two (2) in lot fourteen (14) in block twenty-two (22) original town of Chicago;

Lots nineteen (19) twenty (20) and twenty-four (24) in block one hundred and thirty-one (131) School Section addition to Chicago;

South half (½) lot six (6) block fifty (50); also east half (½) lot eleven (11) block forty-three (43); also lot seven (7) block thirty-five (35) in Canal Trustees' new subdivision of south east quarter (S. E. ¼) section twenty-one (21) township thirty-nine (39) north, range fourteen (14);

S. lots eleven (11) twelve (12) and thirteen (13) in lots eleven to fifteen (11 to 15) block eleven (11); also lot twelve (12) block sixteen (16) in South Branch addition to Chicago;

Except south fifteen feet of lot twenty-one (21) block ninety-two (92) in Canal Trustees' subdivision of west half (W. ½) section twenty-seven (27) township thirty-nine (39) north, range fourteen (14);

Lot twenty-nine (29) in W. F. Johnston's subdivision of five and one half acres (5½ ac.) in south east part of section twenty-seven (27) township thirty-nine (39) north, range fourteen (14);

Lot one hundred and eighteen (118) in Waller's subdivision of eighteen acres (18 ac.) in north east quarter (N. E. ¼) section twenty-eight (28) township thirty-nine (39) north, range fourteen (14);

310 Lots fourteen (14) and nineteen (19) in Alice Lynch subdivision of north west quarter (N. W. ¼) of north west quarter (N. W. ¼) section thirty-two (32) township thirty-nine (39) north range fourteen (14);

Lots twenty five (25) twenty-six (26) twenty-seven (27) twenty-eight (28) twenty-nine (29) and thirty (30) in the east one third (⅓) of block two (2);

Also lots twenty-five (25) and sixty-eight (68) block eleven (11) in subdivision of that part west of railroad, section thirty-three (33) township thirty-nine (39) north range fourteen (14);

Lots eight (8) and nineteen (19) block ten (10); also except north ten feet of lot fifty-one (51) block sixty-five (65) in School Section addition to Chicago;

Lot thirteen (13) block seventy-one (71) in Russell Mather and Roberts' addition to Chicago;

Lot twenty-three (23) block three (3); lot thirty-seven (37) block eight (8); and lot ten (10) block nine (9) in *McRenold's* addition to Chicago;

Lot eight (8) in east half (½) block twenty-eight (28) Canal Trustees' subdivision section five (5) township thirty-nine (39) north range fourteen (14);

Sub lot fifteen (15) lot one (1) block twenty-nine (29) in Canal Trustees' subdivision section five (5) township thirty-nine (39) north range fourteen (14);

Lot fifty-seven (57) block one (1); lot ten (10) lot fifteen (15) lot sixteen (16) and lot thirty-six (36) block twelve (12) in Canal Trustees' subdivision section seven (7) township thirty-nine (39) north range fourteen (14);

Sub lot nineteen (19) lot three (3) block forty (40) in Canal Trustees' subdivision of west half (½) and west half (½) of north east quarter (N. E. ¼) section seventeen (17) township thirty-nine (39) north range fourteen (14)

311 Lot thirty-seven (37) block six (6) in Canal Trustees' subdivision of south east quarter (S. E. ¼) section seventeen (17) township thirty-nine (39) north range fourteen (14);

Lots one (1) and two (2) in block four (4) Tiernan's subdivision in east part of east half (½) south west quarter (S. W. ¼) and west half (½) south east quarter (S. E. ¼) section eighteen (18) township thirty-nine (39) north range fourteen (14);

Lots sixteen (16) and nineteen (19) in De Stabi*m*'s subdivision of four 62/100 acres in south west part of east half (E. ½) south west quarter (S. W. ¼) section eighteen (18) township thirty-nine (39) north, range fourteen (14)

Lot twenty-seven (27) block six (6) in Waller's subdivision north west quarter (N. W. ¼) north east quarter (N. E. ¼) section twenty (20) township thirty-nine (39) north range fourteen (14);

Sub lot two (2) lot one (1) block fifty-five (55); sub lot five (5) lot eight (8) block sixty (60); sub lot thirteen (13) in lot eight (8) and west half (½) lot nine (9) block sixty three (63) north west quarter (N. W. ¼) section twenty-one (21) township thirty-nine (39) north, range fourteen (14);

Sub lot one (1) and except west five feet of S. lot two (2) in north half (N. ½) of lot two (2) block thirty-seven (37) in south west quarter (S. W. ¼) and so much of south east quarter (S. E. ¼) section twenty-one (21) township thirty-nine (39) north range fourteen (14);

The west one hundred and ninety-eight (198) feet south quarter (¼) lot twelve (12) block two (2) Sheffield's addition to Chicago;

Lot two (2) block thirty-one (31) Canal Trustees' subdivision section thirty-three (33) township forty (40) north range fourteen
312 (14); also lots fifty-one (51) fifty-two (52) fifty-three (53) fifty-four (54) fifty-five (55) fifty-six (56) seventy-one (71) seventy-two (72) seventy-five (75) seventy-six (76) seventy-seven (77) seventy-eight (78) seventy-nine (79) eighty (80) eighty-one (81) eighty-two (82) and eighty-three (83) in block two (2) of Swann's subdivision of south twenty-five acres (S. 25 acres) in south east quarter (S. E. ¼) section four (4) township thirty-eight (38) north range fourteen (14);

Also lot *eighty* (88) in block two (2) of Swann's subdivision of south twenty-five acres (S. 25 acres) in south east quarter (S. E. ¼) section four (4) township thirty-eight (38) north, range fourteen (14);

Sub lot one (1) sub lot ten (10) of lot nine (9) in sub block one (1) sub lot one (1) of lot nine (9) in sub block two (2) sub lot four (4) of sub block four (4) of lots 17 to 21 inclusive, sub lot three (3) of sub block six (6) of lots 17 to 21 inclusive in section sixteen (16) township thirty-eight (38) north range fourteen (14);

Undivided half (½) of north east quarter (N. E. ¼) section two (2) township thirty-seven (37) north range fourteen (14);

Fraction between canal and river, north east quarter (N. E. ¼) and north west quarter (N. W. ¼) section twenty-seven (27) township thirty-eight (38) north range twelve (12);

Undivided quarter (¼) of east half (E. ½) of south west quarter (S. W. ¼) section twenty-eight (28) township thirty-eight (38) north range twelve (12);

South half (S. ½) of lot six (6) in Lavinia's subdivision of south forty acres (S. 40 acres) in north east quarter (N. E. ¼) of section ten (10) township thirty-eight (38) north range fourteen (14);

313 Lot seven (7) lot ten (10) in north east quarter (N. E. ¼) section thirty-two (32) township thirty-nine (39) north range twelve (12);

Lot one (1) lot three (3) lot four (4) lot five (5) lot six (6) lot fourteen (14) lot fifteen (15) lot nineteen (19) lot twenty (20) lot twenty-one (21) lot twenty-two (22) lot twenty-three (23) lot twenty-four (24) lot thirty (30) in Pollock's subdivision of south one third (S. ⅓) east half acre (E. ½ ac.) of west thirteen & one half acres (W. 13½ acres) east forty-six and one half acres (E. 46½ acres) of south half (S. ½) of south east quarter (S. E. ¼) of section twelve (12) township thirty-nine (39) north range thirteen (13);

Thirty-nine eighty one hundred- (39 80 / 100) acres south of road east half (E. ½) south west quarter (S. W. ¼) section fifteen (15) township thirty-nine (39) north range thirteen (13);

Lot three (3) lot four (4) lot five (5) and lot six (6) in block six (6); also lot six (6) in block seven (7) in Cook and Anderson's subdivision of west half (½) of north east quarter (N. E. ¼) of section twenty-four (24) township thirty-nine (39) north range thirteen (13);

Lot nineteen (19) north east quarter (N. E. ¼) south west quarter (S. W. ¼) of north east quarter (N. E. ¼) section eleven (11) township forty (40) north range thirteen (13);

Lot two (2) block two (2) in south west quarter (S. W. ¼) section eight (8) township forty (40) north range fourteen (14);

Lot four (4) block three (3) and lot four (4) block four (4) in south east quarter (S. E. ¼) section seven (7) township forty (40) north range fourteen (14);

South half (S. ½) west half (W. ½) of north west quarter (N. W. ¼)
section thirty-three (33) township forty-one (41) north range
314 twelve (12);

Lots sixteen (16) and seventeen (17) block two (2) Spear's addition to Chicago;

Lot nine (9) block forty-one (41) now subdivided in Canal Trustees' subd. south east quarter (S. E. ¼) section twenty-one (21) township thirty-nine (39) north range fourteen (14);

All of the above property situated in the county of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State.

Dated this sixth day of July, A. D. 1877.

FREDERICK R. WILSON. [SEAL.]

STATE OF ILLINOIS, } ss:
County of Cook, }

I, J. Lewis Lee a notary public in and for and residing in the said county in the State aforesaid do hereby certify that Frederick R. Wilson (widower) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this sixth day of July, A. D. 1877.

[J. Lewis Lee, Notarial Seal, Cook County, Ills.]

J. LEWIS LEE,
Notary Public.

No. 609647. Recorded March 14th, A. D. 1885, at 11 o'clock, a. m.
WILEY S. SCRIBNER, *Recorder.*

315 (Defendant Wilson's solicitor offered in evidence an exemplified copy of the last will and testament of Julia Wilson and the record of probate thereof, which was marked " Wilson's Exhibit 9.")

(Objected to by complainant's solicitor as immaterial.)

Said paper is as follows:

316 In the name of God, amen. I, Julia Wilson, of the township of Manalapan, county of Monmouth and State of New Jersey, being of sound mind, memory and understanding for which blessing I thank God, do make, publish and declare this to be my last will and testament in manner following that is to say:—

It is my will and I do hereby order all my just debts and funeral expenses be paid as soon after my decease as possible.

First. It is my will that after the payment of the above, all my property both real and personal of whatsoever nature wherever found shall belong & be given to my beloved brother Frederick R. Wilson.

It is my request that my beloved brother, Frederick R. Wilson shall act as my executor of this my last will and testament.

JULIA WILSON. [L. S.]

Signed, sealed, published and declared by the said Julia Wilson, to be her last will and testament, in the presence of us witnesses, this twenty-eighth day of July, one thousand eight hundred & seventy-six.

JOHN H. LAIRD.
FRANK C. LAIRD.

317 *Order for Probate.*

Monmouth County Surrogate's Office.

In the Matter of the Probate of Alleged Will of JULIA WILSON, Deceased.

Application having been made by Frederick R. Wilson for probate of the last will and testament of Julia Wilson, deceased, and letters testamentary thereon, and the surrogate having inquired into the circumstances and taken proof and being satisfied of the genuineness of the will produced, the validity of its execution and the competency of the testatrix and the probate of said will not having been contested

And it appearing that the testatrix died more than ten days ago, it is, on this twenty-seventh day of February, A. D. eighteen hundred and eighty-eight, adjudged that the instrument offered for probate in this matter is the last will and testament of Julia Wilson, deceased, and the same is hereby admitted to probate; and it is ordered and decreed that letters testamentary be issued thereon to Frederick R. Wilson the executor named in said will.

DAVIS S. CRATER, *Surrogate.*

318 STATE OF NEW JERSEY, } *ss:*
Monmouth County, }

John H. Laird one of the witnesses of the within will, being duly sworn according to law, did depose and say that he saw Julia Wilson the testatrix therein named sign and seal the same, and heard her publish, pronounce and declare the annexed writing to be her last will and testament and that at the doing thereof the said testatrix was of sound and disposing mind and memory as far as this deponent knows and as he verily believes and that Frank C. Laird the other subscribing evidence was present at the same time, and signed his name as witness to the said will, together with this deponent in the presence of the said testatrix and of each other.

JOHN H. LAIRD.

Sworn and subscribed before me this twenty-third day of Jan'y, A. D. 1888.

DAVIS S. CRATER, *Surrogate.*

STATE OF NEW JERSEY, }
Monmouth County, } *ss:*

Frank C. Laird one of the witnesses of the within will, being duly sworn according to law, did depose and say that he saw Julia Wilson the testatrix therein named sign and seal the same, and heard her publish, pronounce and declare the annexed writing to be her last will and testament and that at the doing thereof the said testatrix was of sound and disposing mind and memory as far 'as this deponent knows and as he verily believes and that John H. Laird the other subscribing evidence was present at the same time, and signed his name as witness to the said will, together with this deponent in the presence of the said testatrix and of each other.

FRANK C. LAIRD.

Sworn and subscribed before me this sixth day of February, A. D. 1888.

DAVID S. CRATER, *Surrogate.*

319 STATE OF NEW JERSEY, }
Monmouth County, } *ss:*

Frederick R. Wilson, executor in the within testament named, being duly sworn according to law, did depose and say that the annexed instrument contains the true last will and testament of Julia Wilson the testatrix therein named, as far as he knows and as he verily believes; that he will well and truly perform the same by paying first the debts of said deceased, and then the legacies in said will specified so far as the goods, chattels and credits of said deceased can thereto extend: and he will make and exhibit into the surrogate's office of the county of Monmouth a true and perfect inventory of all and singular the goods, chattels and credits of said deceased that have or shall come to its knowledge or possession or to the possession of any other person or persons, for his use, and render a just and true account, when thereto lawfully required; and further, that the said Julia Wilson died on the 15" day of December A. D. 1887.

FREDERICK R. WILSON.

Sworn and subscribed before me this twenty-seventh day of February, A. D. 1888.

DAVID S. CRATER, *Surrogate.*

320 STATE OF NEW JERSEY, }
Monmouth County, } *ss:*

I, David S. Crater, surrogate of the county of Monmouth, do certify the annexed to be a true copy of the last will and testament of

Julia Wilson, late of the county of Monmouth, deceased, and that Frederick R. Wilson of the county of Monmouth, the sole executor therein named, proved the same before me and is duly authorized to take upon himself the administration of the estate of the testatrix agreeably to the said will.

[L. S.] In witness whereof I have hereunto set my hand and affixed my seal of office, at Freehold, the twenty-seventh day of February, in the year of our Lord one thousand eight hundred and eighty-eight.

DAVID S. CRATER, *Surrogate.*

321 STATE OF NEW JERSEY, } *ss:*
Monmouth County, }

I, David S. Crater, surrogate of said county, do certify the foregoing to be a true copy of the last will and testament of Julia Wilson deceased, together with the probate thereof, and the letters testamentary granted thereon as the same remain of record in my office, in Book R of Wills, page 375.

In witness whereof, I have hereunto set my hand and affixed my seal of office, at Freehold, the twenty-third day of February in the year of our Lord one thousand eight hundred and ninety-two.

[Surrogate Seal of the County of Monmouth, New Jersey.]

DAVID S. CRATER, *Surrogate.*

322 STATE OF NEW JERSEY, } *ss:*
Monmouth County, }

I, J. Clarence Conover, president judge of the orphans' court of said county of Monmouth, do certify that David S. Crater, whose genuine signature is affixed to the foregoing certificate, was at the time of signing thereof surrogate of said county, and clerk of the orphans' court aforesaid, and as such keeper of the records and seal of said court; that the seal thereto affixed is the proper seal of said court, and of said surrogate; and further, that the foregoing exemplification of the last will and testament of Julia Wilson deceased, together with the probate thereof and the letters testamentary granted thereon, is authenticated in due form of law and by the proper officer, and in the manner in which such copies are usually exemplified and attested in this State, and would be received in evidence in the courts of this State.

Witness my hand at Freehold, in the county of Monmouth aforesaid, this twenty-third day of February A. D. 1892.

J. CLARENCE CONOVER,
President Judge of Monmouth Orphans' Court.

STATE OF NEW JERSEY, } *ss:*
Monmouth County, }

I, David S. Crater, surrogate of the county of Monmouth and clerk of the orphans' court of said county, do certify that J. Clarence Conover Esquire, whose genuine signature is attached to the foregoing exemplification, is the president judge of said court, duly commissioned and qualified, and that his acts as such are entitled to full faith and credit, as well in courts of justice as elsewhere.

In witness whereof I have hereunto set my hand and affixed my seal of office, at Freehold, this twenty-third day of February A. D. eighteen hundred and ninety-two.

[Surrogate Seal of the County of Monmouth, New Jersey.]

DAVID S. CRATER, *Surrogate.*

323 Endorsed: Surrogate's office, county of Monmouth, State of New Jersey. In the matter of the estate of Julia Wilson, deceased. Last will and testament. Exemplified copy.

324 Mr. GILLETTE:

Q. When did your sister, Julia Wilson, die?

A. December 15, 1887.

Q. Whom did she leave her surviving as her heirs-at-law, other than yourself?

A. I was the only party.

Q. Were there any brothers or sisters living at the time of her death other than yourself?

A. No, sir; no brothers or sisters. I have some nephews and nieces.

Q. Was Julia Wilson ever married?

A. No, sir; she was a spinster.

Q. Was at the time of her death?

A. Yes sir.

Q. So that at the time of her death she left you surviving as her next of kin and only heir-at-law?

A. Yes sir.

Q. Referring back to this southeast quarter of the east half of lot 11, we got down to 1876, the last tenant referred to being I. O. Martin. What has been the condition of that property since that time with reference to its being occupied or not?

A. It has been occupied ever since.

Q. By whom and under what arrangement?

(No answer.)

Q. That is the McCormick cottage, we are talking about now.

(Objected to by complainant's solicitor, that the suit has been pending several years and what has occurred since the pendency of the suit is immaterial and incompetent.)

325 Mr. GILLETTE: I think it would be proper to show his possession down to the time of the trial.

The COURT: I think I shall allow it in subject to the objection. There may be some question about that.

Mr. GILLETTE:

Q. With reference to the southeast quarter being the McCormick cottage that we have referred to, what has been the condition of it since 1876, with reference to its being occupied or not, and, if so, by whom and under what circumstances?

A. The first 2 or 3 parties that occupied that particular quarter, why, it all appears here testified about, and then there were some other parties that had a long lease. Of course there was some times we had to clean up before they went in. One party would move out and we would have to clean up.

The COURT: This is since 1876 he is talking about.

Mr. GILLETTE: Let me call attention to this; that the last lease we offered in evidence was the Martin lease. The testimony shows that he remained in possession until 1876. Now, we have gone no further. What I want to get at is who occupied, if anybody, that portion of the lot from 1876 on.

The WITNESS: That was Mrs. Somers. I think that particular part was occupied by Mr. Saul.

Q. Do you understand that I am now referring to the McCormick cottage?

A. Yes; I refer to the cottage I purchased from McCormick.

326 Q. From 1876 down to the present time has the cottage been occupied?

A. Yes sir.

Q. If so, by whom, if you know?

A. The last party that I remember is Mr. James Boyce. He is one of the witnesses.

Q. From 1876 to the present time has the cottage and that portion of the lot been occupied by either tenants of yours or tenants of Julia Wilson?

(Objected to by complainant's solicitor as leading. Objection sustained.)

A. Yes sir; occupied by myself or my sister—in possession now.

(Complainant's solicitor moved to strike out the answer and the motion was sustained.)

Q. By whom has that portion of the lot, the southeast quarter, been occupied since the year 1876, if you know?

A. What portion do you allude to?

Q. The southeast quarter, the McCormick corner.

A. Well, a party by the name of Loren——

Mr. HUDSON: I object to this witness looking at a paper unless it is introduced in evidence and we have an opportunity to examine it.

(Objection sustained.)

Mr. HUDSON: The court says that you must not look at your list at present.

The COURT: If that is a list that you have made up lately,
327 you cannot look at that for the purpose of refreshing your
recollection.

The WITNESS: It was made more especially for my lawyer. Thirty-seven or 38 years is a very long time to remember.

Mr. GILLETTE:

Q. Did either yourself or your sister, to your knowledge, rent that portion of the lot in question to any person or persons during the time from 1876 up to the present time?

Objected to as leading and objection overruled.

A. That is the southeast corner?

Q. The McCormick corner, yes.

A. McCormick had it first.

Q. From 1876?

A. I think Mrs. Somers, and I think a party by the name of Saul. A party by the name of Boyce. Boyce is still there. It never was empty with the exception, as I mentioned, it had to be cleaned up, and it took a few days to clean it up.

Q. Just answer the question. Pay strict attention to the question. Did either you or your sister, to your knowledge, rent the southeast quarter of the lot in question, being the McCormcik corner, to any tenant or tenants from 1876 down?

(Objected to.)

A. Yes. From 1876 to 1891, is that what you mean?

Q. Yes.

A. As a matter of course that is what I say. There was a party
by the name of Somers and a party by the name of Sorg, and
328 it is at present occupied by a man by the name of John
Boyce.

The COURT:

Q. Does that cover the entire time between 1876 and 1901?

A. Yes. There may be some other. If I looked at this paper I might find another name.

Mr. GILLETTE:

Q. Are you talking about the southeast quarter of the northeast quarter of that lot?

A. I am talking about the southeast—or the—yes.

Q. Have you in mind the arrangement of that lot in reference to the points of the compass?

A. Yes, sir. It faces south and the reas is one the north.

Q. Where does Boyce live now? Which cottage does he occupy?

A. He faces south.

Q. On 22nd street?

A. No, a street called Elgin.

Q. You are talking about the northeast quarter, aren't you?

A. No, sir; I am talking about the southeast.

Mr. Gillette: Have you any objection to my showing the witness a diagram of this lot?

Mr. Childs: Yes, we have objection.

The Witness: There is the southeast and the southwest. Now, this is the southwest.

Mr. Gillette:

Q. If the lot faces south——

A. Faces south on 22nd street.

Q. What portion of the lot does Boyce occupy?

A. He occupies the northeast. His lot faces north. McCormick's faces south.

Q. You have got that in your mind, have you?

329 A. Yes sir.

Q. Now, do you wish to correct your answer when you said that Mrs. Somers or Boyce occupied the southeast?

A. No, I say after McCormick and the others that you allude to in the first place. You went from 1876 down.

Q. Yes.

A. Now, from 1876 these three names that I mention—that is, Somers, Saul and Boyce——

Q. Occupied that portion of the lot?

A. They occupied the entire lot, 50 feet, and then I divided it into quarters. One is the southeast and the other is the south west. Then there is the northeast and the northwest.

Q. Now, I am speaking of the southeast. You have a little diagram there, and the southeast is the McCormick corner that we are talking about?

A. Yes, sir.

Q. Who had charge, if you know, of the east half of lot 11 during the time your sister owned it from 1876 down to the time of her death?

(Objected to as leading and suggestive.)

Mr. McFadden: Let us get the dates.

The Court: Yes, give the dates.

The Witness: I think it was Barnes & Parish, real estate men, on La Salle street.

Mr. Gillette:

Q. Being the 6th day of July, 1877, down to the date of her death. What was the business of these parties that you mention?

330 The Court: He says real estate.

Mr. Gillette:

Q. Who collected the rents?
A. I think it was Barnes & Parish. I couldn't say unless I had my real estate book here. I think it was Barnes & Parish at that particular time.
Q. I will call your attention to the southwest quarter of this portion of the p-ot. I now had you a lease from yourself to Christian Beck, from March 1, 1865, to May, 1870, and ask you to state whose signatures are attached to that instrument.
A. That is the first lease I gave.

The Court:

Q. Whose signatures appear on there?
A. Mine and Christian Beck's.

Mr. Gillette:

Q. Did you know Christian Beck?
A. Yes, sir; he died a few years ago.
Q. I hand you another lease, between the same party and yourself, bearing date May 1, 1870, expiring the last day of April, 1874. State whose signatures appear upon that instrument.
A. That is my signature and also Mr. Beck's.
Q. I now hand you another lease, dated May 1, 1879, from Julia Wilson to Christian Beck, and ask you to state whose signatures appear upon that instrument.
A. Yes, I signed that.
Q. Is that Beck's signature?
A. Yes, to the best of my knowledge.
331 Q. This is signed by Julia Wilson, by F. R. Wilson, her attorney in fact. I now hand you a lease bearing date May 1, 1884, expiring May 1, 1889, from Julia Wilson to Anna M. Beck. State if you know whether the parties named therein executed the lease.
A. That was after her husband's death.
Q. How long, under this lease, did Christian Beck remain in possession of that portion of the lot.

(Objected to by complainant's solicitor unless the leases are offered in evidence.)

Mr. Gillette: I will offer them in evidence.
Mr. Childs: Well, when you do.

The COURT: He may answer.

A. Twenty-five years.

Mr. GILLETTE:

Q. Did Christian Beck live there up to the time of his death?
A. Yes, sir.
Q. When did he die?
A. He died during the last lease that I gave.
Q. Then who continued in possession?
A. Mrs. Beck continued there for about ten years.
Q. Anna Beck was the widow of Christian Beck?
A. Yes sir.
Q. After his death she continued to occupy the premises?

(Objected to as leading.)

A. Consecutively for twenty five years.
Q. Who lives there now?
332 A. I believe the only heir that she left was a son.
Q. Is Mrs. Anna Beck dead?
A. Yes, she is dead.
Q. When did she die?
A. I can't really say. I was down at my farm near Long Branch when she died. It was during the last lease.
Q. After her death who continued to occupy the premises?
A. Her son seemed to take control of the house. They moved that house there. They didn't build it. They moved it from some other place.
Q. When did they move it there?
A. About a year after McCormick. I think it was 1865.
Q. That is about the time the first lease was made to Christian Beck?
A. I couldn't tell you.
Q. During the whole of the time did the Becks pay you rent?

(Objected to as leading.)

Q. Or your sister?
A. No, sir; he never paid me rent. I demanded rent.
Q. I mean Christian Beck, until the time of his death?
A. The father of this young man?
Q. Yes.
A. Oh, yes, he paid.
Q. He paid rent, did he, up to the time of his death?

(Objected to by complainant's solicitor as leading. Objection overruled.)

A. If he didn't his wife did.

Q. After his death, during the time that his widow, Anna
333 Beck, lived there, did she pay rent?

(Objected to as leading. Objection overruled.)

A. Yes, sir; they paid it in advance.

Q. I now call your attention to the lease from yourself to Christian Beck dated May 1, 1870, and ask you to look at that signature which appears there. It appears, by and examination of these various leases, that that signature there is different from the signature of Christian Beck to these other leases. Explain that if you can. What nationality was Beck?

A. He was a German.

Q. Did he write in English and German?

(Objected to. Objection sustained.)

A. He was an intelligent man and probably he did. That is the best answer I can give.

Q. During the time mentioned in that lease who occupied the premises described therein and paid the rent?

A. Mr Beck paid me, generally, during fifteen years.

Q. From 1870 to 1874, being the term mentioned in that lease which you now hold in your hand, who occupied these premises and who paid the rent?

A. They lived there for 25 years consecutively.

Q. During that time, from 1870 to 1874, who paid the rent to you?

A. Mr. Beck paid me for 15 years and the wife paid for ten.

Q. Now, I understand you that during the time mentioned
334 in that lease Christian Beck was in possession and paid you rent?

(Objected to as leading. Objection overruled.)

A. Yes, sir; for 15 years he paid me rent.

Q. What are these endorsements appearing upon the back of that lease, if you know?

A. These endorsements appear to be at the time which Mr. Beck paid rent.

Q. Talk louder.

A. During this term of the lease Mr. Beck paid rent. He paid me up to 1880.

Q. Are these endorsements of rent paid you by Mr. Beck?

A. Yes, sir. If they were not they were paid to my agent, and I acknowledged them. I was carrying on business down on the north pier and I couldn't attend to the real estate.

(Defendant Wilson's counsel offered in evidence the several leases which have been identified and asked that they be marked respectively "Wilson's Exhibits 10, 11, 12, 13 and 14.")

(Objected to by complainant's solicitor, first, because none of them bear revenue stamps, and because Exhibit 11, being the one which purports to cover the period of time from May 1, 1870, to April 1, 1874, shows the maker of the lease to be another and different person from the one whom the witness testified occupied the premises. The signature is not proven. The objection was overruled.)

Said documents Exhibits 10 11 12 13 14 are as follows:

335 This indenture, made this first day of March in the year of our Lord, one thousand eight hundred and sixty five between Frederick R. Wilson and Christian Beck, both of the city of Chicago of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements herrinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators, and assigns, has demised and leased to the said party of the second part, all these premises situated, lying and being in the city of Chicago, in the county of Cook, and in the State of Illinois, known and described as follows, to wit:

The south west quarter (¼) of the east half (½) of lot number eleven (11) in block number forty three (43) in Canal Trustees' subdivision of south east quarter (¼) of section twenty one (21) township thirty nine (39) north range fourteen (14) east of third principal meridian.

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his executors administrators and assigns, from the first day of March in the year of our Lord one thousand eight hundred and sixty five for and during and until first day of May, 1870.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part his heirs, executors, administrators and assigns to pay the said party of the first part, as rent for said demised —, the sum of one hundred and thirty dollars to be paid as follows five dollars for 2 months rent up to 1 May, 1865, also twelve dollars and 50 cents for six months' rent up to 1st Nov. 1865, to be paid on signing these presents the balance $112.50 to be paid in semi-annual payments on the first day of May & Nov. of each year until the whole is paid.

And the said party of the second part further covenants with the said party of the first part, that said second party has received said demised premises in good order and condition, and that at 336 the expiration of the time in this lease mentioned he will yield up the said premises to the said party of the first part, in as good condition as when the same were entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear, excepted; and also, will keep said premises in good repair during this lease, at his own expense.

It is further agreed by the said party of the second part, that neither he nor his legal representatives will underlet said premises, any part thereof, or assign this lease, without the written assent of said party of the first part had and obtained thereto.

And the said — executors, administrators, and assigns, agree-further to pay (in addition to the rents above specified), all water rents taxed, levied or charged on said premises, for and during the time for which this lease is granted, and save said premises and the party of the first part harmless therefrom, and that he will keep said premises in a clean and wholesome condition, in accordance with the ordinances of the city, and directions of the sewerage commissioners.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment on which the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained, to be kept by the said party of the second part, his executors, administrators and assigns, it shall and may be lawful for the said party of the first part his heirs, executors, administrators, agent, attorney, or assigns, at election, to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to re-enter; and the said party of the second part, or any other person and persons occupying in an-upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from
execution and distress by law or not, and the said party of the
337 second part, in that case, hereby agree to waive all legal
rights which he may have to hold or to retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending thereby to give the said party of the first part, his heirs, executors, administrators, or assigns, a valid and first lien upon any and all goods, chattels, and other property belonging to the said party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators or assigns, as aforesaid, or in any other way, the said party of the second part, his heirs, executors, administrators, and assigns, do- hereby covenants and agree to surrender and deliver up the said above described premises and property and peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of the said term as aforesaid, and if he shall remain in possession of the same five days after notice of such default, or after termination of this lease, in any of the ways above named he shall be deemed guilty of a forcible detainer of said premises under the statute, and shall be subject to all the conditions and provisions

above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees, and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

FREDERICK R. WILSON. [SEAL.]
CHRISTIAN BECK. [SEAL.]

EDWARD LIPPINCOTT.
The other stamped.

338 *Lease.*

Dated 1 Mar., 1865.

F. R. Wilson
to
Christian Beck.

From 1 March, 1865 Expires 1 May, 1870.

Paid ½ year's rent up to 1 Nov. 65. F. R. W.

Rec'd of C. Beck rent up to 1 May 1866.
$12.50 F. R. WILSON.

Rec'd on the within lease all rent up to 1 Nov. 1866.
$12.50 F. R. WILSON.

Rec'd on the within lease all rent up to May 1867.
$12.50 F. R. WILSON.

Rec'd on the within lease all rent up to 1 Nov. 1867.
$12.50 F. R. WILSON.

Rec'd rent up to 1st May 1868. F. R. W.

Rec'd all rent up to Nov. 1 1868.
$12.50 F. R. WILSON.

Rec'd on the within lease all rent up to 1 May 1869.
$12.50 F. R. WILSON.

Paid up to 1 Nov. 1869,
$12.50 F. R. WILSON.

Reced. rent up to termination of this lease.
$12.50 F. R. WILSON.

339 This indenture, made this first day of May in the year of our Lord one thousand eight hundred and seventy, (1870) between Frederick R. Wilson of the city of Chicago, county of Cook and State of Illinois of the first part, and Christian Beck of the same place, of the second part

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators, and assigns, has demised and leased to the said party of the second part, all those premises, situate, lying, and being in the city of Chicago, in the county of Cook, and in the State of Illinois, known and described as follows, to wit:

The south west quarter (¼) of the east half (½) of lot number eleven (11) in block number forty-three (43) in Canal Trustees' subd'n of south east quarter (¼) of section twenty one (21), township thirty nine (39) north range fourteen (14), east of 3d principal meridian.

To have and to hold, the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of May, in the year of our Lord one thousand eight hundred and seventy (1870) for and during, and until the last day of April 1874 eighteen hundred & seventy four.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenants and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of one hundred and sixty ($160) dollars payable quarterly in advance on the first day of the months of May, August, November and February of each and every year during the term of this lease, until the whole amount is paid.

And the said party of the second part further covenants with the said party of the first part that said party has received said demised premises in good order and condition, and that at the expira-
340 tion of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said party of the first part, in as good condition as when the same were entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear, excepted; and also will keep said premises in good repair during the lease, at his own expense.

It is further agreed by the said party of the second part, that neither he nor his legal representatives will underlet said premises or any part thereof, or assign this lease without the written assent of the said party of the first part had and obtained thereto.

And the said Christian Beck, himself or his executors, administrators and assigns, agree- further to pay (additional to the rent above specified), all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions of the health officers.

And provided the said party of the first part shall pay for any water rent, or for repair for hydrants, supply or waste pipes or sewers on said premises, which may be ordered by the board of public works, the amount so paid shall be considered as additional rent, and the said party of the first part may collect the same of the said party of the second part in the same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or un*ap*id on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said party of the second part, his executors, administrators, and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney or
341 assigns, at their election, to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to reenter; and the said party of the second part, or any other person or persons occupying in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in its first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, his heirs, executors, administrators or assigns, a valid and first lien upon any and all goods, chattels and other property belonging to the said party of the second part, as security for the payment of said rent in the manner aforesaid, anything hereinbefore contained to the contrary notwithstanding.

And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his executors, administrators and assigns, *to* hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same ten days after such default, or after the termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said premises, under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law as above stated.

And it is further covenanted and agreed by and between the parties that the party of the second part shall pay and discharge
342 all costs and attorneys' fees and expenses that shall arise from
enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

CHRISTIAN BECK. [SEAL.]
FREDERICK R. WILSON. [SEAL.]

Lease.

From Frederick R. Wilson
to
Christian Beck.

Dated 1 May, 1870.
" 1 " , 1874.

$40.00 per annum.

1 Aug't $10.00. 1870. Paid rent up to above date.	F. R. WILSON, Per P. L. BARTON.
$10.00	F. R. WILSON.
Paid $10. up to 1 Nov. '70.	F. R. WILSON.
Paid up to 1 Feb'y, 1871. $10.00	F. R. WILSON.
Paid up to 1 May, 1871. $10.00	F. R. WILSON.
Paid up to Aug. 1871. $10.00	F. R. WILSON, Per J. D. S. F. R. WILSON.
Paid up to 1 Nov. 1871. $10.00	F. R. WILSON.
Paid up to 1 Feb'y, 1872. $10.00	F. R. WILSON.
Paid up to 1 May, 1872. $10.00	F. R. WILSON.

Paid rent up to 1 Aug. 72.
$10.00 F. R. WILSON.
Paid $10. taxes to 1 May, '72.

Paid rent up to 1 Nov. 1872.
$10.00 F. R. WILSON.

Paid up to 1 Feb'y, '73.
$10.00 F. R. WILSON.

Paid rent up to 1 May, 1873.
$10.00 F. R. WILSON.

Paid rent up to Aug't 1, '73.
$10.00 F. R. WILSON,
P. J. SMALL.

Paid up to 1 Nov. '73.
$10.00 F. R. WILSON,
P. JAS. SMALL.

Paid taxes up to 1 May, 1873.
$10.00 F. R. WILSON.

Paid up to 1 Feb'y, 1874.
$10.00. F. R. WILSON.

343 This indenture, made this first (1st) day of May in the year of our Lord, one thousand eight hundred and seventy four (1874) between Frederick R. Wilson of the city of Chicago, county of Cook and State of Illinois, party of the first part, and Christian Beck of the same place party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the city of Chicago in the county of Cook, and in the State of Illinois, known and described as follows, to-wit:

The south west quarter (¼) of the east half (½) of lot number eleven (11) in block number forty three (43) in Canal Trustees' subd'n of the south east quarter (¼) of section twenty one (21) township thirty nine (39) north range fourteen (14) east of third (3rd) principal meridian.

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of May in the year of our Lord one thousand eight hundred and seventy four (1874) for and during, and until the last day of April, one thousand eight hundred and seventy nine (1879)

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of — payable in installments of twenty dollars quarterly in advance on the first day of the months of May, August, November and February of each and every year during the term of this lease until the whole is paid.

And the said party of the second part further covenants with the *the* said party of the first part, that said party has received said demised premises in good order and condition, and that
344 at the expiration of the time in this lease mentioned, or
sooner determination thereof by forfeiture, he will yield up the said premises to the said party of the first part, in as good condition as when the same was entered upon by the said party of the second part, loss by fire or inevitable accident, or ordinary wear, excepted; and also, will keep said premises in good repair during the lease, at his own expense.

It is further agreed, by the said party of the second part, that he nor his legal representatives will underlet said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained thereto.

And the said Christian Beck, himself or his executors, administrators and assigns, agree- further to pay (additional to the rents above specified) all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions of the health officers.

And provided the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or waste pipes or sewers on said premises, which may be ordered by the board of public works, the amount so paid shall be considered as additional rent, and the said party of the first part may collect the same of the said party of the second part in the same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said party of the second part, his executors, administrators and assigns, it shall and may be lawful for the said party of the first
part, his heirs, executors, administrators, agent, attorney or
345 assigns, at their election to declare said term ended, and into
the said premises, or any part thereof, either with or without process of law, to re-enter; and the said party of the second part

or any other person or persons occupying in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in their first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending thereby to give the said party of the first part, his heirs, executors, administrators or assigns, a valid and first lien upon any and all goods, chattels and other property belonging to the said party of the second part, as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his executors, administrators and assigns, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said lease as aforesaid, and if he shall remain in possession of the same ten days after, such default, or after termination of this lease, in any of the ways above named, shall be deemed guilty of a forcible detainer of said premises, under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees, and expenses that shall arise from
346 enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

CHRIST BECK. [SEAL.]
FREDERICK R. WILSON. [SEAL.]

JOHN McELROY.

S. W. ¼, E. ½, Lot 11, B. 43.

Lease.

From Frederick R. Wilson
to
Christian Beck.

Dated 1 May, 1874. Expires 1 May, 1879.

$80. per year.

Paid up to 1 Aug't, 1874. Twenty dollars.
$20.00. F. R. WILSON.

Paid rent up to Nov., 1874—$4.12 for 2% days, 12.
$15.88 cash. F. R. WILSON.
$20.00. J. McELROY.
Paid, F. R. WILSON.

Paid up to 1 Feb'y, 1875.
$20.00. F. R. WILSON.

Paid rent up to 1st May, 1875 Twenty dollars.
$20.00. F. R. WILSON.
J. McELROY.
Paid, F. R. WILSON.

Paid rent up to 1st Aug't 1875 Twenty dollars.
$20.00. F. R. WILSON.
J. McELROY.
Paid, F. R. WILSON.

Paid rent up to 1st Nov., 1875 Twenty dollars.
$20.00. F. R. WILSON.
J. McELROY.
Paid, F. R. WILSON.

Paid rent up to 1st Feb'y, 1876 Twenty dollars.
$20.00. F. R. WILSON.
J. Mc.
F. R. WILSON.

Paid rent up to 1st May, 1876 Twenty dollars.
$20.00. F. R. WILSON.
J. Mc.
Paid, F. R. WILSON.

Paid up to 1st August, 1876. Twenty dollars.
$20.00. F. R. WILSON.
J. McR.
Paid, F. R. WILSON.

347 Paid rent up to 1st November, 1876. Twenty dollars.
$20.00. F. R. WILSON.
J. McR.
Paid, F. R. WILSON.

Paid rent up to 1st Feb'y 1877 Twenty dollars.
$20.00. F. R. WILSON.
J. McELR.
Paod, F. R. WILSON.

Paid rent up to 1 May, 1877 Twenty dollars, this 7th June, 1877.
$20.00 F. R. WILSON.
J. McE.
Paid, F. R. WILSON.

Paid rent up to 1st Aug't 1877. Twenty dollars.
$20.00 F. R. WILSON.
J. Mc.
Paid, F. R. WILSON.

Paid rent up to 1st Nov. 1877 Twenty dollars, viz :—

Cash	$12.50
All'd for renting lot on Elgin St	7.50
	$20.00

$20.00 F. R. WILSON.
J. McELROY.
F. R. WILSON.

Paid rent up to 1st Feb'y 1878 Twenty dollars.
$20.00 F. R. WILSON.
J. McELROY.
Paid, F. R. WILSON.

Paid rent up to 1st May, 1878 Twenty dollars.
$20.00 F. R. WILSON.
J. Mc.
Paid, F. R. WILSON.

Paid on acc't of rent 28 Aug't 1878, Twenty dollars. Up to 1 Aug't '78.
$20.00 F. R. WILSON.

Paid rent up to 1st Nov. 1878, Twenty dollars.
$20.00. F. R. WILSON.
J. Mc.
Paid, F. R. WILSON.

Paid rent up to 1st day of Feb'y 1879
$20.00 F. R. WILSON.

Paid rent up to 1st day of May, 1879. Twenty dollars.
$20.00 F. R. WILSON.
J. McELROY.
Paid, F. R. WILSON.

348 This indenture, made this first day of May in the year of our Lord one thousand eight hundred and seventy nine, (1879) between Julia Wilson of Englishtown, Monmouth county and State of New Jersey, party of the first part, and Christian Beck of the city of Chicago, county of Cook, and State of Illinois

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased, to the said party of the second part all those premises situate, lying and being in the city of Chicago, in the county of Cook, in the State of Illinois, known and described as follows, to-wit: The south west quarter (¼) of the east half (½) of lot number eleven (11) in block number forty three (43) in Canal Trustees' subdivision of south east quarter (¼) of section twenty one (21) township thirty nine (39) north range fourteen (14) east of the third (3) principal meridian.

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his heirs, executors, administrators and assigns, from the first day of May in the year of our Lord one thousand eight hundred and seventy nine (1879) and during and until the last day of April eighteen hundred and eighty four (1884) ensuing

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, her heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of three hundred dollars ($300) to be paid in quarterly instalments of fifteen dollars payable in advance on the first day of May, August, November and February of each and every year during the term of this lease until the whole amount is paid. Said party of the first part shall have the right to put up notices to rent, and show the premises at reasonable hours, for thirty days previous to the expiration of this lease.

349 And the said party of the second part further covenants with the said party of the first part, that said party of the second part

has received said demised premises in good order and condition, and that at the expiration of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said party of the first part in as good condition as when the same was entered upon by the said party of the second part, loss by fire or inevitable accident or ordinary wear excepted; and also will keep the said premises in good repair during this lease, at his own expense.

It is further agreed by the said party of the second part, that neither he nor his legal representatives, will underlet said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained thereto.

And the said party of the second part, for himself, his heirs, executors, administrators and assigns, agree further to pay (in addition to the rents above specified) all water rents taxed, levied or charged on said premises, for and during the time for which this lease is granted, and save said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and wholesome condition, in accordance with the ordinances of the city and directions of the health officers. And it is further agreed that all plumbing, water-pipes, gas-pipes, and sewerage shall be at the risk of said party of the second part.

And, provided the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or waste pipes, or sewers on said premises, which may be ordered by the board of public works, or for the removal of any night-soil removed by the order or direction of the board of health or any of its officers, the amount so paid shall be considered as additional rents, and the said party of the first part may collect the same of the said party of the second part in the same manner as other rents under this lease.

It expressly understood and agreed, by and between the parties
aforesaid, that if the rent above reserved, or any part thereof,
350 shall be behind or unpaid on the day of payment whereon
the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said party of the second part, his heirs, executors, administrators and assigns, it shall and may be lawful for the said party of the first part, her heirs, executors, administrators, agent, attorney, or assigns, at election, to declare said term ended, and into the said premises or any part thereof, either with or without process of law, to re-enter; and the said party of the second part, or any other person or persons occupying, in or upon the same to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy as in her first and former estate, and to distrain for any rent that may be due thereon upon any property belonging to said party of the second part, whether the same be exempt from execution and distress by law or not; and the said party of the second part in that case hereby agree to waive all rights which he now has or may have to hold or retain

any such property, under any exemption laws now in force in this State, or in any other way, meaning and intending thereby to give to the said party of the first part, her heirs, executors, administrators, or assigns, a valid and first lien upon any and all goods and chattels and other property belonging to said party of the second part, as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, her heirs, executors, administrators, or assigns, as aforesaid, or in any other way, the said party of the second part, his heirs, executors, administrators and assigns do hereby covenant and agree to surrender and deliver up the above-described premises and property peaceably to said party of the first part, her heirs, executors, administrators and assigns, immediately upon the determination of the said term, as aforesaid; and if he shall remain in possession of the same ten days after notice of such default, or after
the termination of this lease, in any of the ways above named,
351 he shall be deemed guilty of a forcible detainer of said
premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated. And the said party of the second part hereby waives his right to any notice from said party of the first part of at her election to declare this lease at an end, under any of its provisions, or any demand for the payment of rent, or the possession of the premises leased herein; but the simple fact of the non-payment of the rent reserved shall constitute a forcible detainer as aforesaid.

And it is further expressly understood and agreed, between the said parties, that in case the said party of the second part shall abandon said premises, or any part thereof, during the continuance of said term, the said party of the first part may, at her option, without notice, and either in her own name or as the agent of the said party of the second part, re-let said premises, or any part thereof, on such terms and for such rent as she may deem expedient and proper; and such reletting shall not operate as a termination of this lease, or as a waiver of any of the rights whatever which the said party of the first part would otherwise have to hold the said party of the second part responsible for the rent above reserved; and in case said premises, or any part thereof, shall be re-let, as aforesaid, the said party of the first part shall collect the rent therefor from the person or persons to whom the same shall be relet, and after paying the expenses of such re-letting and collecting, apply what remains of the amount received by her on account of the rent due or to become due from the said party of the second part, under this lease.

And it is further covenanted and agreed, by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees, and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

352 In witness whereof, the said parties have hereunto set their hands and seals, the day and the year frist above written.

CHRIST BECK. [SEAL.]
JULIA WILSON, [SEAL.]
By F. R. WILSON,
Her Attorney in Fact.

In presence of
JOHN McELROY.

S. W. ¼, E. ½, Lot 11, Bl. 43.

Lease.

From Julia Wilson
to
Christian Beck.

.Rent $60 per year, payable quarterly.

From 1 May, 1879. Expires 1 May, 1884.

Paid rent on within lease up to 1st Aug't 1879 Fifteen dollars.
$15.00 F. R. WILSON, *Ag't.*
J. McELROY.
Paid, F. R. WILSON.

Paid rent on within lease up to 1st Nov. 1879, Fifteen dollars.
$15.00 F. R. WILSON, *Ag't.*
J. McELROY.
(Paid, F. R. WILSON.)

Paid rent on within lease up to 1 Feb'y 1880 Fifteen dollars.
$15.00 F. R. WILSON.
J. McELROY.
(Paid, F. R. WILSON.)

Paid rent on the within lease up to 1st June 1880, Fifteen dollars.
$15.00 P. A. SUTTON, *Agent.*

Paid rent on the within lease up to Aug't 1st, 1880. Fifteen dollars.
$15. P. A. SUTTON, *Ag't.*

Paid rent on the within lease up to Nov. 1st, 1880. Fifteen dollars.
$15. P. A. SUTTON, *Agent.*

Paid rent on the within lease up to Feb'y 1st 1881.
$15. S. D. MERRITT, *Ag't.*

Due 1 May '81 $15.00 (not in advance).

353 This indenture, made this first day of May in the year of our Lord one thousand eight hundred and eighty four between Julia Wilson of Englishtown in the county of Monmouth and State of New Jersey party of the first part, and Anna M. Beck of the city of Chicago, county of Cook and State of Illinois, party of second part

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, her executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the city of Chicago in the county of Cook and State of Illinois, known and described as follows; to wit:

The south west quarter (¼) of the east hlaf (½) of lot number eleven (11) in blcok number forty three (43) in Canal Trustees' new subdivision of the south east quarter (S. E. ¼) of section twenty one (21), township thirty nine (39) north range fourteen east of the third (3rd) principal meridian

To have and to hold the above described premises, with the appurtenances; unto the said party of the second part, her executors, administrators and assigns, from the first day of May in the year of our Lord one thousand eight hundred and eighty four for, and during, and until the first day of May one thousand eight hundred and eighty nine,

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, her heirs, executors, administrators and assigns to pay the said party of the first part, as rent for said demised premises, at the office of her agent in Chicago the sum of three hundred dollars ($300.00) to be paid in qurterly installments of fifteen dollars payable in advance on the first day of May, August November and February of each and every year during the term of this lease until the whole amount is paid.

It is further covenanted and agreed by the said party of the second part, that she will pay or cause to be paid all water rates, that may be laid, charged or assessed on said demised
354 premises, pending the existence of this lease, or if at any time after
any water rate shall have become due or payable, the party of the — part, or her legal representatives, shall neglect to pay such water rates, it may be lawful for the party of the first part to pay the same at any time thereafter, and the amount of any and all such payments so made by the party of the first part shall be deemed and taken to be so much additional and further rent, for the above demised premises due from and payable by the party of the second part; and may be collected in the same manner, by distress or otherwise, as hereinafter provided for the col-ection of other rents to grow due thereon.

And it is expressly understood and agreed by the said party of

the second part hereto, for herself, her heirs, executors, administrators, and assigns, that the whole amount of rent reserved, and agreed to be paid for said above demised premises, and each and every installment thereof, shall be and is hereby declared to be a valid and first lien upon any and all buildings and improvements on said premises, or that may at any time be erected, placed or put on said premises by said party of the second part her heirs, executors, and administrators or assigns, and upon his or their interests in this lease, and the premises hereby demised; and that whenever and as often as any installment of rent or any other amount above declared to be deemed and taken as rent, shall become due and remain unpaid for one day after the same became due and payable, said party of the first part her heirs, executors, administrators, agent, attorney, or assigns, may sell at public auction, to the highest bidder for cash, after having first given ten days' notice of the time and place of such sale in some newspaper published in Chicago all the buildings and improvements on said premises, and all the right, title and interest acquired by said party of the second part under this lease, to the premises herein described, and as the attorney of said party of the second part—hereby irrevocabl*e* constituted—may make to the purchaser or purchasers ther*r*of a suitable or proper transfer, bill of sale or deed of the same, and out of the proceeds arising from said sale, after first paying all costs and expenses of said sale, includ-
355 *ign* commissions and attorneys' fees, retain to himself the whole amount due on said lease, up to the date of said sale, rendering the surplus, if any, to said party of the second part, her heirs, executors, administrators, agent, attorney, or assigns, which sale shall be a perpetual bar to and against all rights and equities of said party of the second part, her heirs and assigns in and to the property sold.

And the party of the second part further covenants with the party of the first part that she will keep said demised premises in a clean and wholesome condition, in accordance with the ordinances of the city, and directions of the health officers, and that, at the expiration of the time in this lease mentioned, she will yield up said premises to the party of the first part, in as good condition as when the same were entered upon by the party of the second part, loss by fire, or inevitable accident, and ordinary wear excepted.

It is further agreed by the party of the second part, that neither she nor her legal representatives, will underlet said premises, or any part thereof, or assign this lease, without the written assent of said party of the first part first had and obtained thereto, nor use, or suffer them to be used, for any purpose calculated to injure the reputation of the premises, or of the neighborhood, o*t* impair the value of the surrounding neighborhood property for present uses or otherwise.

It is expressly understood and agreed by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid, on the day of payment, whereon it ought to be

paid, as aforesaid, of if default shall be made in any of the covenants herein contained to be kept by the party of the second part her executors, administrators or assigns, it shall or may be lawful for the party of the first part, or her heirs, executors, administrators, agent, attorney, or assigns, at her election to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to re-enter, and the party of the second part, or any other person or persons occupying, in or upon
356 the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in her first and former estate; and to distrain for any rent that may be due thereon, upon any property belonging to said party of the second part, whether the same be exempt from execution and distress by law or not; and the party of the second part, in that case, hereby waives all legal rights which she now has, or may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way; meaning and intending thereby to give the party of the first part her heirs, executors, administrators, agent, attorney or assigns, a valid and first lien upon any and all the goods, chattels, or other property belonging to the party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, her heirs, executors, administrators, agent, attorney or assigns, as aforesaid, or in any other way, the party of the second part does hereby covenant and agree to surrender and deliver up said above described premises and property, peaceably to the said party of the first part, her heirs, executors, administrators, agent, attorney or assigns, immediately upon the determination of said term as aforesaid; and if she shall remain in possession of the same one day after notice of such default, or after the termination of this lease, in any of the ways above named she shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further understood and agreed by the said party of the second part, that neither the right given in this lease to the said party of the first part, to collect the rent that may be due under the terms of this lease by sale, or any proceedings under the same, shall in any way affect the right of said party of the first part to
357 declare this lease void and the term hereby created ended, as above provided upon default made by said party of the second part.

And the said party of the second part hereby waives all her right to any notice from said party of the first part, of her election to declare this lease at an end, under any of its provisions, or any demand for the payment of rent, or the possession of premises leased herein; but the simple fact of the non-payment of the rent reserved shall constitute a forcible detainer as aforesaid.

The said party of the second part further agrees not to remove any buildings or other improvements from said premises, without written consent of said party of the first part, and that the said second party shall pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

It is further understood and agreed that all the conditions and covenants contained in this lease shall be binding upon the heirs, executors, administrators and assigns of the parties to these presents, respectively.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

JULIA WILSON, [SEAL.]
By F. R. WILSON,
Her Attorney in Fact.
her
ANNA M. x BECK.
mark

In presence of—
J. D. KAUFMANN.

Ground Lease.

From 1 May, 1884. Expires 1 May, 1889.

From Julia Wilson, by F. R. Wilson, her attorney in fact,
to
Anna M. Beck.

For a valuable consideration and according to a certain agree—made 18 day of Feb'y, 1886, I hereby transfer the within lease to Charles Drabeck.

26th Feb'y, 1886.

JULIA WILSON,
By F. R. WILSON,
Her Att'y in Fact.

Cancelled, See records.

Paid on account of rent the 25th Jan'y 1886, fifteen dollars. $15.00.

F. R. WILSON.

On old lease this 1 Nov.

F. A. Henshaw has copy of new lease from 1889.

358 Mr. GILLETTE:

Q. I hand you a lease from yourself to Patrick Fitzgibbons, from June 1, 1864, to June 1, 1869. State if you know who signed that lease.

A. That is my signature and also Fitzgibbons'.

Q. Do you know that Fitzgibbons signed the lease?

A. Yes, sir.

Q. What did Patrick Fitzgibbons do after the execution of this lease, with reference to taking possession or occupancy of the premises in question?

A. He took possession.

Q. Upon the execution of this lease?

A. Yes, sir.

(The lease referred to was offered in evidence by defendant Wilson's solicitor, and marked "Wilson's Exhibit 15.")

359 This indenture, made this first day of June in the year of our Lord one thousand eight hundred and sixty four between Frederick R. Wilson, of the city of Chicago, county of Cook and State of Illinois of the first part, and Patrick Fitzgibbons, of the same place of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators, and assigns, has demised and leased to said party of the second part, all those premises situate, lying and being in the city of Chicago, in the county of Cook, and in the State of Illinois, known and described as follows, to wit:

The northeast quarter of the east half of lot No. (11) eleven in block forty three (43) in the Canal Trustees' subdivision of the south east quarter of section twenty one (21) township thirty nine (39) north of range fourteen (14)

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of June in the year of our Lord one thousand eight hundred and sixty four for and during, and until the first day of June eighteen hundred and sixty nine (1869)

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, doth covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of twenty dollars per annum, *paid* payable annually in advance on the 1st day of June of each and every year in advance during the continuance of this lease.

And the said party of the second part further covenants with the said party of the first part, that said party has received said demised premises in good order and condition, and that at the expiration of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said party of the first part, in as good condition as when the same were entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear, excepted; and also will keep said premises in good repair during the lease at his own expense.

It is further agreed, by the said party of the second part, that neither he nor his legal representatives will underlet said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained thereto.

And the said Patrick Fitzgibbons — executors, administrators and assigns, agree- further to pay (additional to the rents above specified,) all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions of the sewerage commissioners.

And provided the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or water pipes or sewers on said premises, which may be ordered by the board of public works, the amount so paid shall be considered as additional rent, and said party of the first part may collect the same of said party of the second part in the same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of these covenants, and agreements herein contained, to be kept by said party of the second part, his executors administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators agent, attorney, or assigns, at his election, to declare said term ended, and into the said premises or any part thereof, either with or without process of law, to re-enter; and the said party of the second part, or any other person or persons
occupying in or upon the same, to expel, remove or put out,
360 using such force as may be necessary in so doing, and
the premises again to repossess and enjoy, as in his first
and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, his heirs, administrators, executors, or assigns, a valid and first lien upon any and all goods, chattels and other property belonging to the said party of the second part, as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such

election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his administrators, executors, and assigns, hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same ten days after notice of such default, or after the termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said premises, under the statute, and shall be subject to the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

FREDERICK R. WILSON. [SEAL.]
his
PATRICK x FITZGIBBONS. [SEAL.]
mark

E. F. ADAMS.
EDWARD LIPPINCOTT.

(Revenue stamps, $1.00.)

Lease.

1st June, 1864, to 1 June, 1869.

F. R. Wilson
to
Patrick Fitzgibbons.

N. E. ¼ of E. ½, lot 11, block 43.

Rec'd of Patrick Fitzgibbons this first day of June, 1865, twenty dollars, being in full for one year's rent paid in advance.
$20.00 F. R. WILSON.

(Two cents revenue stamp.)

Rec'd on the within lease all rent up to the 1 June, 1867.
$20.00 F. R. WILSON.

Rec'd on the within lease all rent up to the 1st June 1868.
$20.00 MRS. F. R. WILSON,
For F. R. WILSON.

Rec'd on the within lease all rent up to 1st June, 1869.
F. R. WILSON.

(Two cent revenue stamp.)

361 Q. How long did Patrick Fitzgibbons remain in possession of these premises?

A. Five years.

Q. During that time did he pay rent? If so, to whom?

A. Yes, sir.

Q. Did he pay rent to you?

A. He did, or my agent.

Q. Either to you or your agent?

A. Yes sir.

Q. According to the terms of this lease?

A. Yes, sir.

Q. I now hand you a lease from yourself to one George Lembach, from May 1, 1869, to May 1, 1874, of the premises in question, and ask you to state whose signature appears on that instrument.

A. That is my signature and Lembach's.

Q. Look at the lease and state if he entered into possession under that lease.

A. Yes, he did.

Q. How long, if you know, did he remain in possession?

A. Five years.

Q. That is until the expiration of his lease?

A. Yes, sir.

Q. That is until the expiration of his lease?

A. Yes, sir.

Q. During the time did he pay you or your agent rent according to the terms of that lease?

A. He either paid me or my agent.

(The lease referred to was offered in evidence by defendant's solicitor, and was marked " Wilson Exhibit 16.")

362 This indenture, made this first day of May in the year of our Lors one thousand eight hundred and sixty-nine (1869) between Frederick R. Wilson of the city of Chicago, county of Cook, and State of Illinois of the first part, and George Limbach, party of the second part

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by said party of the second part, his executors, administrators and assigns, has demised and leased to said party of the second part, all those premises situate, lying and being in the city of Chicago, in the county of Cook, and in the State of Illinois, known and described as follows, to wit:

The N. E. ¼ of the E. ½ of lot eleven (11) in block forty-three (43) Canal Trustees' subdivision of the S. E. ¼ of section twenty-one (21) township thirty-nine (39) north range fourteen (14) E. of the 3rd P. M., being in the city of Chicago, county of Cook, and State of Illinois,

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first (1st) day of May in the year of our Lord one thousand eight hundred and sixty-nine (1869) for and during, and until the first day of May, 1874,

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, doth covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of one hundred and fifty ($150) dollars and taxes on improvements, to be made quarterly in advance or seven $\frac{50}{100}$ ($7.50) dollars each on the first day of the months of August, November, February and May in each and every year during the term of this lease and until the whole is paid at the office of F. R. Wilson.

And the said party of the second part further covenants with the said party of the first part, that said party has received said demised premises in good order and condition, and that at the expiration of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said
363 party of the first part, in as good condition as when the same
were entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear, excepted; and also, will keep said premises in good repair during the lease, at his own expense.

It is further agreed by the said party of the second part, that neither he nor his legal representatives will underlet said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained thereto.

And the said George Limbach himself or his executors, administrators and assigns, agree further to pay (additional to the rents above specified,) all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions of the health officers.

And provided the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or waste pipes or sewers on said premises, which may be ordered by the board of public works, the amount so paid shall be considered as additional rent, and the said party of the first part may collect the same of the said party of the second part in the same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or default shall be made in any of the covenants or agreements herein contained, to be kept by the said party of the second part, his executors, administrators, and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney or assigns at his election, to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to 364 reënter; and the said party of the second part, or any other person or persons occupying in or upon the same, to expel, remove or put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in its first and former estate; and to distrain for any rent, that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, his heirs, executors, administrators and assigns, a valid and first lien upon any and all goods, chattels and other property belonging to the said party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his executors, administrators, and assigns, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same five days after such default, or after the termination of this lease, in any of the ways above named, he shall be deemed guilty, of a forcible detainer of said premises, under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

FREDERICK R. WILSON. [SEAL.]
GEORGE LIMBACH. [SEAL.]

(Revenue stamp 50 cents.)

365 *Lease.*

From Frederick R. Wilson
to
George Limbach.

From 1 May, 1869, to —. Expires 1st May 1874.

Rec'd on the within lease, rent up to 1 Aug't, 1869.
$5.00 F. R. WILSON.

Rec'd all rents up to 1st Nov., 1869.
$7.50 F. R. WILSON.

Rec'd all rent up to 1st Feb'y, 1870.
$7.50 F. R. WILSON.

1 Aug. $7.50. 1870 $3.75 taxes due.
Rec'd all rent up to the above date.
$7.50 F. R. WILSON.

Paid $7.50 up to 1 Nov. '70.
F. R. WILSON.

Paid rent up to 1 Feb. '71.
$7.50 MRS. FRED. R. WILSON.
F. R. W.

Paid up to 1 May, '71.
$7.50 F. R. WILSON.

Paid up to June '71.
$7.50—up to Aug't, '71 F. R. WILSON.

Paid up to 1 day of Nov. 1871.
$7.50 F. R. WILSON.

Paid rent up to 1 Aug't, '72.
$7.50 Taxes for '71 $5. F. R. WILSON.

Paid rent up to 1 Nov. '72.
$7.50 F. R. WILSON.

Paid up to 1 Feb'y, '73.
7.50 and taxes 5.00 F. R. WILSON.

Paid up to 1 Aug't, '73.
$7.50 JAS. SMALL.

$7.50 Paid up to Nov. 1 / 73.

F. R. WILSON.
J. SMALL.

Paid up to 1 Feb'y, '74.
$7.50. F. R. WILSON.

Paid up to 1 May '74.
$7.50 & $5.00 taxes. F. R. WILSON.

William Ludolph has renewed to '79.

366 Q. Do you remember who was in possession of that portion of these premises from 1874, at the time George Lembach went out, until 1879?

The WITNESS: Is that the northeast quarter?

Mr. GILLETTE:

Q. That is the northeast quarter, yes. To refresh your recollection, do you remember a man by the name of Ludolph?

(Objected to as leading.)
The COURT: Exhaust his memory first.

Mr. GILLETTE:

Q. Do you remember who occupied the premises from 1874 to 1879?
A. I think there was Saul and Somers and Ludolph, and I think there was another party. I can't remember his name.
Q. Take Ludolph. Did you have a lease with Ludolph?
A. Mr. Boyce——
Q. Did you have a written lease with Ludolph?
A. I think I had. I can't find it.
Q. Tell us what search you made for that lease?
A. I made a diligent search for it and can't find it.
Q. Did you produce that lease at the former trial, do you remember?
A. Yes, sir.
Q. Sure?
A. I am quite sure I did.
Q. Where have you searched for it and how diligent has been your search?
A. It was after the judge left the bench and I don't know. I always suspected who has that lease.

367 Q. Do you remember whether Ludolph paid your rent during the time he would occupy these premises?
A. Yes, sir.
Q. Do you remember of a tenant by the name Saul?
A. I do.
Q. Did you have any lease with him?
A. I really don't know.

Q. Did Saul ever occupy any portion of these premises?

(Objected to as leading.)

The COURT: He has already answered that he did.

Mr. GILLETTE:

Q. Do you know a man by the name of Herman Hartman, or did you know such a man?

A. Yes, sir.

Q. Did he have anything to do with a portion of these premises?

A. He lived on the northwest corner. He took charge of that for a while.

Q. Under what sort of an arrangement?

A. He had chickens there, and it was the understanding that he was to take care of it.

Q. Did you have a talk with him about taking care of it?

A. Yes, I had until I got an occupant.

Q. Was anything dome in regard to fencing it in in any way?

A. He had a coop there and kept chickens.

Q. I will show a lease from Julia Wilson to Catherine Somers, dated July 14, 1887, and expiring July 18, 1892, of the vacant lot known as lot 29 Elgin street, being 25 by 74 feet, more or less, being part of the north half of lot 11, block 43, etc., the premises
368 in question; and I will ask you to state who signed that
lease, if you know.

A. That appears to be signed by the agent of my sister.

Q. Who is that?

A. Frank Henshaw.

Q. Was Henshaw ever agent for your sister?

A. He was, sir.

Q. In charge of her property?

A. Yes, sir.

Q. Did she have that lease with Catherine Somers, if you know?

A. Yes, I know she had it.

Q. Do you know whether Catherine Somers occupied it?

A. Catherine Somers paid me money also.

Q. Did Catherine Somers occupy these premises?

A. Yes, sir.

Q. During what time?

(No answer.)

Q. Did she enter into possession under the lease?

A. Yes, sir; she did not remain the entire time.

Q. Do you know what time she moved out, or about how long she remained?

A. She remained about 2 years, I think. Maybe not quite so long.

Q. During that time did Catherine Somers pay your sister or her agent rent for these premises?

(Objected to as leading. Objection overruled.)

A. She paid him some, and, to the best of my knowledge, she paid as long as she remained there.

Q. After Catherine Somers moved out who went into possession, if you know, after 1892?

369 A. To the best of my knowledge, Mr. Boyce.

Q. Has Boyce been there ever since?

(Objected to that it is since the commencement of the suit. Objection overruled.)

A. He is there now.

Q. Does Boyce pay you rent?

A. Yes, sir: or equivalent to it. He is a carpenter and makes repairs.

Q. Does he pay you in money at any time, or has he during the last 5 or 6 years?

A. Yes, he has.

Q. Sometimes he worked for you, and sometimes he paid you money?

A. Sometimes I am in his debt and sometimes he is in mine.

Q. Do you get your rent?

(No answer.)

Q. I will now hand you a lease from yourself to Henry Loun, dated May 1, 1865, expiring May 1, 1870, and ask you to state if you know whose signatures appear on the lease.

A. That is my signature.

(Solicitor for defendant offered in evidence a lease from Julia Wilson to Catherine Somers, of the above date. Objected to by solicitor for complainant because the signatures have not been proven and that it bears no revenue stamps.)

The Court: Let him ask further.

Mr. Gillette:

Q. Do you know the handwriting of Henshaw, the agent?

A. Yes, sir.

370 Q. Is that signature in his handwriting?

A. That is Henshaw's writing.

Q. You know Henshaw's writing when you see it, don't you?

A. Yes, very well. There is a witness to nearly every one.

Q. Do you know, as a matter of fact, that Henshaw ever acted as Julia Wilson's agent in the management of any property belonging to her?

(Objected to as leading. Objection sustained.)

Q. Do you know what Henshaw did in connection with your sister's property?

A. Yes, he collected her rents.

Q. Did he have anything to do with leasing the property, finding tenants?

A. He might. It is likely that he did.

Q. Do you know whether he did or not, as a matter of fact?

A. I think I know as a fact that he did. He was with Case. It was Case & Henshaw, on La Salle street. I know I have seen bills out with Case & Henshaw's name on them, on this property. The money was turned over to me, and I remitted it to my sister.

Q. Did Henshaw receive any compensation or commission, to your knowledge for his services?

A. Yes, sir; he was allowed 5 per cent.

Q. Who paid him?

A. I used to settle with him.

Q. He would account to you for the rents?

A. Sometimes money was remitted to me in New Jersey.

Q. He would account to you for the rents?

371 A. When I was here in the city.

Q. Then what did you do?

A. I turned my sister's portion over to her.

(Complainant's solicitor objected to the question as leading and moved that the answer be stricken out. Objection and motion sustained.)

Q. What did you do with the money?

A. The money belonged to my sister's property. She got it or she allowed me to use it.

Q. From 1865 to 1870, the period mentioned in the lease from yourself to Henry Loun?

—. That is my signature and Loun's.

Q. What did Loun do, if anything, upon the execution and delivery of that lease, with reference to occupying the premises.

A. He occupied it for 5 years.

Q. During that time, the term mentioned in the lease, did he pay you rent in accordance with the terms of the lease, or to your agent?

A. What date is it?

Q. From May 1, 1865, to May, 1870.

(Objected to as leading. Objection overruled.)

A. He paid me.

Q. Paid rent according to the terms of the lease, did he?

A. Yes, sir.

(Objected to. Objection sustained.)

Q. To whom did Loun pay rent while he occupied these premises?

A. He paid me for from 1864 to 1865. I don't know which. He paid me the first lease that he had. 372

Q. From 1865 to 1870, during the term of this first lease, did he from time to time pay you rent?

A. Yes.

Mr. McFadden: That is the same question.

The Court:

Q. To whom did he pay rent between 1865 and 1870?
A. He either paid me or he paid my agent.

(Defendant's solicitor offered in evidence the lease referred to, and asked that it be marked "Wilson Exhibit 18.")

(Objected to by comp*al*inant's solicitor on the ground that no foundation has been laid for its introduction, and it is incomplete and immaterial, and that no revenue stamp is affixed. Objection overruled, and the lease was admitted in evidence.)

Said lease is as follows:

373 This indenture made this first day of May in the year of our Lord one thousand eight hundred and sixty five between F. R. Wilson of the first part, and Henry Loun of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situated, lying and being in the city of Chicago, in the county of Cook and in the State of Illinois. known and described as follows, to wit:

The north west quarter (¼) of the east half (½) of lot eleven (11) in block number forty three (43) in Canal Trustees' subdivision of the south east quarter (¼) of section twenty one (21) township thirty nine (39) north range fourteen east in the city of Chicago.

To have and *the* hold the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of May in the year of our Lord one thousand eight hundred and sixty five for and during and until first of May 1870.

And the party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said demised premises, the sum of one hundred dollars to be paid semi-annually until the whole is paid.

And the said party of the *first* part further covenants with the said party of the first part, that, said second party has received said demised premises in good order and condition, and that at the expiration of the time in this lease mentioned he will yield up the said premises to the said party of the first part, in as good condition as when the same was entered upon by the said party of the second part. loss by fire or inevitable accident, or ordinary wear, excepted; and also, will keep said premises in good repair during this lease, at his own expense.

374 It is further agreed by said party of the second part, that neither he nor his legal representatives will underlet said premises or any part thereof, or assign this lease, without the written assent of said party of the first part first had and obtained thereto.

And the said Henry Loun executors, administrators and assigns, agree further to pay (in addition to the rents above specified,) all water rents taxed, levied or charged on said premises, for and during the time for which this lease is granted, and save said premises and the party of the first part harmless therefrom, and that he will keep said premises in a clean and wholesome condition, in accordance with the ordinances of the city, and directions of the sewerage commissioners.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained, to be kept by the said party of the second part, his executors, administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney, or assigns, to declare said term ended, and into the said premises or any part thereof, either with or without process of law, to re-enter; and the said party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said premises again repossess and enjoy; as in the first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part, in this case, hereby agrees to waive all rights which he may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, his heirs, executors, administrators or assigns, a valid and first lien upon any and all goods, chattels and other property belonging to said party of the
375 second part, as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators, or assigns, as aforesaid, or in any other way, the said party of the second part, his executors, administrators, and assigns, do hereby covenant and agree to surrender and deliver up the said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators, and assigns, immediately upon the determination of the said term as aforesaid, and if he shall remain in possession of the same five days after notice of such default, or after termination of this lease, in any of the ways above named he shall be deemed guilty of a forcible detainer of said premises under the statute and shall be

subject to all the conditions and provisions above named and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorneys' fees, and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

FREDERICK R. WILSON. [SEAL.]
HENRY LOUN. [SEAL.]

EDWARD LIPPINCOTT.

N. W. ¼ E. ½ lot 11, bk. 43, 21 / 39 / 14.

Lease.

Dated 1 May, 1865.

From F. R. Wilson
to
Henry Loun.

In the rear of C. Beck on Elgin street.

Expires 1st May, 1870.

376 Rec'd on the within lease $10 which pays up to 1 Nov., '65.
F. R. WILSON.

Rec'd 1 Nov., '65, ten dollars, which settles for rent up to 1 May, 1866.
F. R. WILSON.

Rec'd on the within lease all rent due up to 1 Nov., '66.
$10.00. F. R. WILSON.

Rec'd on the within lease all rent up to 1 May, 1867.
$10.00. F. R. WILSON.

Rec'd on the within lease all rent up to 1 Nov. 1867.
$10.00. F. R. WILSON.

Rec'd all rent up to 1 May, '68.
$10.00. F. R. W.

Rec'd all rent up to 1 Nov., 1868.
$10.00. F. R. WILSON.

Rec'd all rent up to 1 May, 1869.
$10.00. F. R. WILSON.

Rec'd rent up to 1 Nov., 1869.
$10.00. F. R. WILSON.

Rec'd rent up to 1 May, 1870.
$10.00. F. R. WILSON.

377 Mr. GILLETTE:

Q. I now hand you a lease from yourself to Henry Loun, of the premises in question, from May 1, 1870, to May 1, 1874, and ask you to state if you know whose signatures appear at the bottom of the lease.

A. This is German, I think. That is my signature, but the Loun is German.

Q. Did Loun sign that lease, the party we are speaking about?

A. Yes, he signed the lease.

Q. From 1870 to 1874 to whom did Loun pay rent for these premises?

A. He paid me or my agent.

Q. Was he occupying the premises during all that time:

(Objected to as leading. Objection overruled.)

A. Yes, sir.

(The lease referred to was offered in evidence by defendant's solicitor.) As follows:

378 *Lease.*

This indenture, made this first (1st) day of May in the year of out Lord one thousand eight hundred and seventy (1870) between Frederick R. Wilson of the city of Chicago, Cook county and State of Illinois of the first part, and Henry Loun of the same place of the second part

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by said party of the second part, his executors, administrators, and assigns has demised and leased to the said party of the second part all those premises, situate, lying and being in the city of Chicago, in the county of Cook, and in the State of Illinois, known and described as follows, to-wit: The N. W. ¼ of the east half (½) of lot eleven (11) in block forty three (43) in Canal Trustees' subdivision of the S. E. ¼ of section twenty one (21) township thirty nine (39) north range fourteen (14) E. of 3rd P. M. in the city of Chicago, county and State aforesaid.

To have and to hold the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the 1st day of May in the year of our Lord one thousand eight hundred and seventy (1870) for and during and until the 1st day of May, 1874.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with the said party of the first part. his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said premises, the sum of one hundred and twenty ($120) dollars, payable semi-annually on the 1st day of May & November in each and every year during the term of this lease or $15. *dollars* each payment.

And the said party of the second part further covenants with the said party of the first part, that said party has received said demised goods in good order and condition, and that at the expiration of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said party of
the first part, in as good condition as when the same were
379 entered upon by the said party of the second part, loss by
fire, or inevitable accident, or ordinary wear, excepted; and
also will keep said premises in good repair during the lease, at his own expense.

It is further agreed by the said party of the second part, that neither he or his legal representatives will underlet said premises or any part thereof, or assign this lease, without the written assent of the said party of the first part had and obtained thereto.

And the said Henry Loun himself or his executors, administrators and assigns, agree further to pay (additional to the rents above specified,) all water rents levied or charged on said premises, for and during the time for which this lease is granted, and save the said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and healthy condition, in accordance with the ordinances of the city, and directions of the health officers.

And provided the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or waste pipes or sewers on said premises, which may be ordered by the board of public works, the amount so paid shall be considered as additional rent, and the said party of the first part may collect the same of the said party of the second part in the same manner as other rents under this lease.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rents above reserved, or any part thereof, shall be behind or unpaid on the day of the payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said party of the second part, his executors, administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney or assigns, at their election to declare said term ended, and into the said premises or any part thereof, either with or without process of law, to re-enter; and the said party of the second part, or any other person or persons occupying in or upon the same, to expel, remove or put out, using such force as may be necessary in so doing, and the 380 said premises again to re-possess and enjoy, as in its first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part, in that case, hereby waives all legal rights which he now has or may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, his heirs, executors, administrators and assigns, a *a* valid and first lien upon any and all goods, chattels or other property belonging to said party of the second part, his heirs, executors, administrators or assigns, a valid and first lien upon any and all goods, chatt*les* and other property belonging to the said party of the second part, as security for the payment of said rent in manner aforesaid, anything herein before contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his executors, administrators and assigns, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same for ten days after such default, or after the determination of said lease, in any of the ways above named, he shall be deemed guilty of forcible detainer of said premises under the statute, and shall — subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law as above stated.

And it is further covenanted and agreed by and between the parties, that the party of the second part shal- pay and discharge all costs and attorneys' fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

Witness the hands and seals of the parties aforesaid.

HENRY LOUN. [SEAL.]
FREDERICK R. WILSON. [SEAL.]

JOSEPH J. HALL.

381 N. W. ¼ E. ½ lot 11, bl'k 43, 21 / 39 / 14.

Lease.

From F. R. Wilson
to
Henry Loun.

Dated 1 May, 1870; expires 1 May, 1874.

$30 per annum; $15 1st May & November each yr.

Paid rent up to 1 May 1874.
$15.00. No taxes paid F. R. WILSON.

Rec'd on the within lease twelve dollars rent up to 1 Nov. 1870.
$12.00. F. R. WILSON.

Allowed $3.00 for to make new side walk.

Paid up to 1 May, '71.
$15.00. F. R. WILSON.

Paid up to 1 Nov. 1871.
$15.00. F. R. WILSON.
J. D. S.
F. R. WILSON.

Paid up to May 1, 1872.
$15.00. F. R. WILSON.

Paid rent up to Nov. 1, 1872.
$15.00. F. R. WILSON.

P'd taxes up to 1 May, '72. $5.

Paid up to 1 May, '73.
$15.00. F. R. WILSON.

Paid up to Nov. '73.
$15.00. F. R. WILSON.
P. J. SNELL.

382 Mr. GILLETTE: I now show you a lease from Frederick R. Wilson to Barbara Seufert, to August 1, 1872, of the premises in question.

(Objected to as assuming that it is a lease between these parties.)

The COURT: A paper purporting to be a lease.

Mr.. GILLETTE:

Q. Please state whose signature appears upon that instrument.
A. That is my signature. The other is in German.

Q. Do you know who signed it?
A. All these have an acknowledgement, or most of them at least. That is the collector of mine that witnessed that. His name is McElroy. He collected for me for seventeen years.
Q. Do you know whether Barbara Sheufert occupied those premises under that lease?
A. Yes, sir.
Q. During that time?
A. Yes, sir.
Q. To whom did she pay rent during that time?
A. She paid me rent, I think, up to 1880.

Mr. Hudson:

Q. To whom?
A. She paid me or my agent.

Mr. Gillette:

Q. From 1876 down to the time of Julia Wilson's death, from July 6 I think the date is—from July 6, 1877, down to the time of Julia Wilson's death, what disposition did you make of the money or rents that came into your possession from this property?

383 (Objected to as leading and because it calls the attention of the witness to the fact that it is during the life of Julia Wilson.)

The Court:

Q. What did you do with the rents?
The Witness: With the money?

The Court:

Q. Yes, that you collected from these rents, on account of these rents.
A. Up to 1880 it was—I kept the money. I didn't transfer it to my sister. I didn't deed to my sister until about that time.

Mr. Gillette:

Q. About what time?
A. Up to 1880, I think.
Q. Did you ever make but one deed to your sister?
A. I can't say whether I made more than one to my sister.
Q. You made a deed July 6, 1876, didn't you?

(Objected to as leading.)
The Court: It was in 1877.
Mr. Hudson: May I have a ruling.
The Court: The objection is sustained.

The Witness: If you will allow me to look at this paper memorandum I might give you the day and date, but I can't do it without. I can't keep in my head things that occurred so long ago—nearly 38 years. If these gentlemen expect it they ask more than I am capable of.

Mr. Gillette: It appears in that that——

The Court: You have testified that you made a deed to
384 your sister, of this property?

A. Yes, sir.

Q. When was that to the best of your recollection?

A. It was some time I think near 1880. I can't say exactly.

Q. Have you any way of refreshing your memory?

A. Yes, by looking at my books I could refresh my memory exactly. I think the deed is in the hands of my lawyers here.

385 Mr. Gillette: The deed has been offered in evidence.

Mr. McFadden: It was recorded in 1885.

Mr. Gillette: The deed is dated July 6, 1887. He says it was sometime near 1880.

The Court: He says by looking at his book he could refresh his memory. ' And the deed is in the hands of his lawyer.

Mr. Gillette:

Q. From the time that you deeded this property to Julia Wilson, up to the time of her death, what did you do with the rents?

Objected to by complainant's solicitor, as leading. Objection sustained.

The Court: Let him state in a general question what he did with the rents of this property.

Mr. Gillette: I will let it go until he refreshed his recollection and gets the date in his mind just when it was that he made the deed.

The Court: He may remember.

Mr. Gillette:

Q. From 1882, the expiration of the Barbara Seufert lease, to 1887, who was in possession of this northwest quarter?

A. I think there were several there.

Q. I will show you a lease purporting to be from Julia Wilson to Herman Hartman, bearing date July 27, 1887, and expiring the first day of July, 1892, and ask you if you identify the signature to that lease.

A. Herman Hartman.

386 Q. Do you know who signed the name Julia Wilson there, by Henshaw? Do you know his handwriting?

A. Yes sir.

Q. Is that in his handwriting, that signature?

A. That is in Henshaw's writing.

Q. From 1882 to 1887 did you know who had possession of that portion of the lot to the time of the making of this written lease to Hartman?

(No answer.)

Q. Was Hartman in possession prior to the time that he made this written lease?

A. I think he was.

Q. Do you know how long?

A. He took charge of a portion of the adjoining lot for me, where he put his chickens, etc., and it may be about that time that he had a lease also. I think he was there more than five years.

Q. Was any person other than Hartman in possession of that portion of the lot after Mrs. Seufert went out, up to the time that Hartman made this written lease? Her lease expiring in 1882. In 1887 this written lease was made from Julia Wilson to Herman Hartman. Would you say Hartman was in there prior to that time? Was any person other than Hartman in there prior to 1887, at the time this written lease was made to him, and after Mrs. Seufert went out? Do you understand the question?

A. Before Hartman went in?

Q. No. You have testified——

387 Objection by complainants' solicitor to counsel telling what witness has testified.

The COURT: You may call his attention to different leases.

Mr. GILLETTE:

Q. The lease to Barbara Seufert expired in August, 1882, and the lease to Herman Hartman was made in 1887. I understand you to have said that Hartman was in possession a number of years or some time before he made this written lease.

A. There was one party came in there for a short time. I can't exactly tell the time that she remained there. That was a verbal lease. I remember the party.

Q. Was that portion occupied from the time Mrs. Seufert went out until the time Hartman went in there under this written lease?

A. Yes.

Objected to as leading, and complainants' solicitor moved that the answer be stricken out; and furthermore, that there is no Seufert lease in evidence.

A. It was in continual possession.

The COURT:

Q. Who was in continual possession?

A. This quarter of the lot.

Mr. GILLETTE:

Q. During that time did you receive, or your agents receive any rents?

A. I don't think that person that was in there a short time paid any.

388 Q. Who?

A. I remember some party that went in. I can't recall her name.

Q. Did you or did you not collect the rents?

Mr. CHILDS: He says he did not.

The COURT: From one particular tenant whose name he could not remember.

A. She had a verbal lease. I don't remember her paying.

Mr. GILLETTE:

Q. From 1882 to 1887 did you collect any rents, or your agents, or the agents of your sister?

A. Any particular lot, you mean?

Q. From this northwest quarter which Hartman subsequently made a lease of?

A. I collected from Hartman.

Q. You have said Hartman was in possession there of this portion of the lot under a verbal lease prior to 1887, which was the time that he made his written lease——

Mr. CHILDS: We object to counsel coaching his witness.

Mr. GILLETTE: I will offer in evidence the lease from Frederick R. Wilson to Barbara Seufert, dated August 1st, 1877.

The lease was marked Wilson's Exhibit 20.

It is as follows:

389

Lease.

This agreement made this first day of August A. D. eighteen hundred and seventy seven (A. D. 1877), between Frederick R. Wilson of the city of Chicago, county of Cook and State of Illinois, party of the first part, and Barbara Seufert of the same place, party of the second part;

Witnesseth, that the party of the first part does hereby lease to the party of the second part, the following described property, viz: the north west quarter (¼) of the east half (½) of lot eleven (11) in block number forty three (43) in Canal Trustees' subdivision of the southeast quarter (¼) of section twenty one (21) township thirty nine (39) north range fourteen (14) east in the city of Chicago for the term of five years beginning the first day of August A. D. 1877, and ending the thirty-first day of July, A. D. 18 eighty two (1882) next ensuing.

And the party of the second part agrees to pay, as rent for said premises, the sum of one hundred and fifty ($150) dollars, payable quarterly in advance in payments of seven 50/100 dollars each, to wit: on the first day of the months of August, November, February and May of each and every year, during the term of this lease, until the whole amount is paid at the office of Frederick R. Wilson, 371 South Park avenue in the city of Chicago.

And the party of the second part covenants with the party of the first part, that at the expiration of the term of this lease, she will yield up the premises to the party of the first part without further notice, in as good condition as when the same was entered upon by the party of the second part, loss by fire or inevitable accident, and ordinary wear excepted; and will pay all the assessments that shall be levied upon said premises during said term for water tax.

It is further agreed, by the party of the second part, that neither she nor her legal representatives will underlet said premises or any part thereof, or assign this lease, or make any alterations, amendments or additions to the buildings on said premises, without the written assent of the party of the first part had thereto and neither
she nor her legal representatives will use said premises for
390 any purpose calculated to injure or deface the same or to injure the reputation or credit of the premises or of the neighborhood.

It is further agreed by the party of the second part, that he will keep said premises in a clean and healthy condition in accordance with the ordinances of the city and the directions of the board of health and public works.

And it is further expressly agreed, between the parties, that if default should be made in the payment of the rent above reserved or any part thereof, or in any of the covenants or agreements herein contained, to be kept by the party of the second part, her heirs, executors, administrators or assigns, it shall be lawful for the party of the first part, or his legal representatives into and upon the said premises or any part thereof, either with or without process of law, to re-enter and re-possess the same, at the election of said party of the first part, and to distrain for any rent that may be due thereon, upon any property belonging to said party of the second part, whether the same be exempt from execution and distress by law or not, and the said party of the second part in that case hereby agrees to waive all legal rights which she may have to hold and retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part his heirs, executors, administrators or assigns, a valid and first lien upon any and all goods, chattels and other property belonging to said party of the second part, a- security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a failure to pay at the place aforesaid, or a demand and refusal to pay on the same day, or at any time on any subsequent day, shall be sufficient; and after such default shall be made, the party of the second part, and all persons in possession under her shall be deemed guilty of forcible detainer of said premises under the statute.

And the said party of the second part, for herself and her executors administrators and assigns, agree- further to pay (in
391 addition to the rents above specified), all water rents, taxed, levied or charged on said premises, for and during the time for which this lease is granted, and save said premises and the said party of the first part harmless therefrom, and that he will keep said premises in a clean and wholesome condition, in accordance with the ordinances of the city, and the directions of the health officers. And it is further agreed that all plumbing, water pipes, gas pipes and sewerage, shall be at the risk of said party of the second part.

And provided, the said party of the first part shall pay for any water rent, or for repairs of hydrants, supply or waste pipes, or sewer- on said premises, which may be ordered by the board of public works, or for the removal of any night soil removed by the order or direction of the board of health, or any of its officers, the amount so paid will be considered as additional rent, and the said party of the first part may collect the same of the said party of the second part in the same manner as other rents under this lease.

In witness whereof, the parties have hereunto set their hands and seals the day and year above written.

BARBARA SEUFERT. [SEAL.]
FREDERICK R. WILSON. [SEAL.]

Witness present
JOHN McELROY.

N. W. ¼ E. ½ lot 11, bl'k 43, sec. 21 / 39 / 14.

Lease.

Frederick R. Wilson
to
Barbara Seufert.

From 1 Aug't 1877; expires 1 Aug't, 1882.

Amount per annum, $30.00; payable quarterly in advance.

Paid rent on within lease up to 1st Nov. 1877.
$7.50 F. R. WILSON.
J. Mc.
Paid F. R. WILSON.

Paid rent on within lease up to 1st Feb'y 1878.
$7.50 F. R. WILSON.
J. Mc.
Paid F. R. WILSON.

Paid rent on within lease up to 1st May, 1878.
$7.50 F. R. WILSON.
J. Mc.
Paid F. R. WILSON.

Paid rent on within lease up to 1st August 1878.
$7.50 F. R. WILSON.
J. Mc.
Paid F. R. WILSON.

392 Paid rent on the within lease up to 1 Nov. 1878 Seven 50 / 100 dollars.
$7.50 F. R. WILSON.
J. Mc.
F. R. WILSON.

Allowed for renting south E. ¼ of E. ½ of lot 11, block 43 sect. 21, 39, 14—3 months' rent. Seven 50 / 100 dollars which pays up to 1st Feb'y 1879.
$7.50 F. R. WILSON.
J. Mc.
F. R. WILSON.

Paid rent up to 1 May 1879. Seven 50 / — dollars.
$7.50 F. R. WILSON.

Paid rent up to 1st Aug't 1879 Seven 50 / 000 dollars
$7.50 F. R. WILSON.
J. McELROY.
Paid F. R. WILSON.

Paid rent up to 1st Nov. 1879 Seven 50 / 000 dollars.
$7.50 F. R. WILSON.
J. McELROY.
Paid F. R. WILSON.

Paid rent up to 1st Feb'y 1880. Seven 50 / 000 dollars.
$7.50 F. R. WILSON, *Ag't.*
J. McELROY.
Paid F. R. WILSON.

Paid rent up to 1st May 1880 Seven 50 / 000 dollars.
$7.50 F. R. WILSON.
J. McELROY.
Paid F. R. WILSON.

Paid rent up to 1st August, 1880. Seven dollars and fifty cents
$7.50 / 100 P. A. SUTTON.

Paid Aug. 6th, 1880. Six dollars for rent on this lease.
$6. P. A. SUTTON.

Paid, Aug. 24th, 1880. One dollar and fifty cents on this lease.
$1.50 P. A. SUTTON, *Ag't.*

Paid Nov. 24th, 1880. Seven 50/100 dollars on the within lease.
$7.50 P. A. SUTTON, *Ag't.*

Feb'y 1 '81. Receive- of Mr. Keller on the within lease.
7 50/100 S. O. MERRITT, *Ag't.*

Due 1 May '81, $7.50 in adv.

393 Mr. GILLETTE: I will also offer in evidence lease from Julia Wilson to Herman Hartman, from July 27, 1887, to 1892. Said lease was marked Wilson's Exhibit 21. and is as follows:

394 This indenture made this twenty seventh day of July, in the year of our Lord one thousand eight hundred and eighty seven between Julia Wilson of the town of Englishtown, State of New Jersey, party of the first part, and Herman Hartman of the city of Chicago, State of Illinois, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors, administrators and assigns, has demised and leased to the said party of the second part, all those premises situate, lying and being in the city of Chicago, in the county of Cook and State of Illinois, known and described as follows, to wit:

The vacant lot known as number thirty one (31) Elgin street, being 25 by 74 feet more or less and being a part of the north half of lot eleven (11) block forty three (43), Canal Trustees' subdivision of blocks in the south east fractional quarter (¼) of section twenty one (21), township thirty nine (39), north range fourteen (14), east of the third P. M.

To have and to hold the above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of August, in the year of our Lord one thousand eight hundred and eighty seven, for, and during, and until the thirty first day of July, eighteen hundred and ninety two (A. D. 1892), being a term of five years.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, does covenant and agree with said party of the first part, her heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for said demised premises, at the office of F. A. Hunhem in Chicago, the sum of sixty ($60.00) dollars per annum, payable in advance in

half yearly payments of thirty ($30.00) dollars each on the
395 first days of August and February of each year during the
term of this lease.

It is further covenanted and agreed by the said party of the second part, that he will pay or cause to be paid all water rates, and all taxes and assessments that may be laid, charged or assessed on said demised premises, pending the existence of this lease, or if at any time after any tax, assessment, or water rate shall have become due or payable, the party of the second part, or his legal representatives, shall neglect to pay such water rates, tax or assessment, it may be lawful for the party of the first part to pay the same at any time thereafter, and the amount of any and all such payments so made by the party of the first part shall be deemed and taken, and are hereby declared to be so much additional and further rent, for the above demised premises due from and payable by the party of the second part; and may be collected in the same manner, by distress or otherwise, as is hereinafter provided for the collection of other rents to grow due thereon.

And it is expressly understood and agreed by the said party of the second part hereto, for him and his heirs, executors, administrators and assigns, that the whole amount of rent reserved, and agreed to be paid for said above demised premises, and each and every installment thereof, shall be and is hereby declared to be a valid and first lien upon any and all buildings and improvements on said premises, or that may at any time be erected, placed or put on said premises by said party of the second part, his heirs, executors, and administrators or assigns, and upon his or their interests in this lease, and the premises hereby demised; and that whenever, and as often as any installment of rent or any other amount above declared to be deemed and taken as rent, shall become due and remain unpaid for one day after the same becomes due and payable, said party of the first part, her heirs, executors, administrators, agent, attorney, or assigns, may sell at public auction, to the highest bidder for cash, after having first given ten days' notice of the time and
place of such sale in some newspaper published in
396 ——, all the buildings and improvements on said premises
and all the right, title and interest acquired by said party of the second part under this lease, to the premises herein described, and as the attorney of said party of the second part—hereby irrevocably constituted—may make to the purchaser or purchasers thereof a suitable and proper transfer, bill of sale, or deed of the same, and out of the proceeds arising from such sale, after first paying all costs and expenses of such sale, including commissions and attorney's fees, retain to himself the whole amount due on said lease, up to the date of said sale, rendering the surplus (if any) to said party of the second part, his heirs, executors, adminstrators, agent, attorney, or assigns, which sale shall be a perpetual bar to and against all rights

and equities of said party of the second part, his heirs and assigns in and to the property sold.

And the party of the second part further covenants with the party of the first part, that he will keep said demised premises in a clean and wholesome condition, in accordance with the ordinances of the city, and directions of the health officers, and that, at the expiration of the time in this lease mentioned he will yield up said premises to the party of the first part, in as good condition as when the same were entered upon by the party of the second part, loss by fire, or inevitable accident, and ordinary wear excepted.

It is further agreed by the party of the second part, that neither he nor his legal representatives, will underlet said premises, or any part thereof, or assign this lease, without the written assent of said party of the first part first had and obtained thereto. nor use, or suffer them to be used, for — any other purpose calculated to injure the reputation of the premises, or of the neighborhood, or to impair the value of the surrounding neighborhood property for present use or otherwise.

397 It is expressly understood and agreed by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid, on the day of payment, whereon it ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained to be kept by the party of the second part, his executors, administrators, or assigns, it shall or may be lawful for the party of the first part, or her heirs, executors, administrators, agent, attorney, or assigns, at her election, to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to reënter, and the party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in her first and former estate; and to distrain for any rent that may be due thereon, upon any property belonging to the party of the second part, whether the same be exempt from execution and distress by law or not; and the party of the second part, in that case, hereby waives all legal rights which he now has, or may have, to hold or retain any such property under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the party of the first part, her heirs, executors, administrators, agent, attorney or assigns, a valid and first lien upon any and all the goods, chattels, or other property belonging to the party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if any time such term shall be ended at such election of said party of the first part, her heirs, executors, administrators, agent, attorney or assigns, as aforesaid, or in any other way, the party of the second part do- hereby covenant and agree te surrender and deliver up said above described premises and property, peaceably, to the said party of first part, her

heirs, executors, administrators, agent, attorney, or assigns, immediately upon the determination of said term as aforesaid; and if he
shall remain in possession of the same one day after notice of
398 such default, or after the termination of this lease, in any of
the ways above named, he shall be deemed guilty of a forcible detainer of the premises under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

And it is further understood and agreed by the said party of the second part, that neither the right given in this lease to said party of the first part, to collect the rent that may be due under the terms of this lease by sale, or any proceedings under the same, shall in any way affect the right of said party of the first part to declare this lease void and the term hereby created ended, as above provided upon default made by said party of the second part.

And the said party of the second part hereby waives his right to any notice from said party of the first part, of her election to declare this lease at an end, under any of its provisions, or any demand for the payment of rent, or the possession of premises leased herein; but the simple fact of the non-payment of the rent reserved shall constitute a forcible detainer as aforesaid.

The said party of the second part further agrees not to remove any buildings or other improvements from said premises, without written consent of said party of the first part, and that the said second party shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part.

It is further understood and agreed that all the conditions and covenants contained in this lease shall be binding upon the heirs, executors, administrators and assigns of the parties to these presents, respectively.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

JULIA WILSON, [SEAL.]
By F. A. HUNHEM, *Agent.*
HERMANN HARTMANN. [SEAL.]

In presence of
—— ——.

399 Endorsed: N. W. ¼ E. ½ lot 11, bl. 43, S. 21–39–14. Ground lease. Lease from 27 July, 1887 to 1 Aug't, 1892. From Julia Wilson, to Hermann Hartmann. 37 Elgin St. $60.00 per year.

400 Q. From the time that you got your deed, in 1864, the time that McCormick went into possession, and up until 1892, the time that Herman Hartman's lease expired, was any person in pos-

session, or in occupancy of that property, or any portion of it, other than your tenants, or tenants of Julia Wilson?

Objected to by complainants' counsel as leading. Objection overruled.

A. No sir. It was continually occupied, with the exception of sometimes there had to be some cleaning. One tenant goes out, and the house has to be cleaned up to let the other in.

Q. During that time the rents were collected either by you, your agents, or by Julia Wilson, or her agents?

Objected to as leading.

A. I didn't see all the collections. Some of them were behind. Sometimes I would have to be lenient with them.

Q. During that time did anyone ever question your possession or your right to possession there?

A. How is that?

Q. Did anyone ever interfere with your possession, or the possession of Julia Wilson?

Objected to by counsel for complainants. Objection overruled.

A. No sir.

Mr. Childs: That is calling for a conclusion, whether anybody ever interfered with his possession in any way.

401 The Court: I treated that as a sort of a preliminary question.

Mr. Gillette:

Q. Has any one in any way or by any acts interfered with your possession there, or the possession of your tenants?

A. No, sir.

Mr. Childs: Objected to, and we move to strike out the answer for the reasons given before.

Objection and motion sustained.

Mr. Gillette:

Q. Did any person ever ask you or demand of you possession of that property, during the period that I have mentioned?

A. Repeat your question.

Q. During the period I have mentioned, did anyone ever demand of you possession of that property, claiming any interest adverse to yours?

A. They never demanded the property. I understood that there was a party by the name of Dresser claimed that the property once belonged to him, and I believe he said that he had parted with it to a Mr. Pierce, and I found that there was an instrument of that kind on record. But he did not claim the property. He said he had made it over to a Mr. Pierce, and a short time after there was a divorce suit against him, and I was a witness on that. He didn't say that he owned the property. He said he had conveyed it to Mr. Pierce, but the divorce was shortly after that.

Q. Did any person claiming any interest adverse to yours or claiming any adverse title ever occupy those premises since
402 1864?

Objected to by complainants' solicitor, as leading and suggestive, and calling for conclusions.

A. There was no one ever claiming the property.

Q. In possession, ever claiming any adverse title to this?

A. Oh no.

Q. Did you ever see Lillie Bell Dresser?

A. I saw one of the Miss Dressers, but I don't know whether it was Bell or Fannie.

Q. Have you been able to find the deed from you to your sister of this property in question? Have you made search for the deed?

A. Yes, I have made a search.

Q. Have you been able to find it?

A. I haven't been able to find it, but I hope that I will be.

Q. What?

A. I think I will be, because I may not have searched as diligently as I might. There are some few papers that I didn't look at.

—. Are there any papers in your possession that you did not search through to find this deed?

A. Well——

Mr. GILLETTE: They admit the existence of the deed in their bill.

The COURT:

Q. Where did you search for it?

A. I searched through most of my papers at home. I haven't searched in the vault. I have a box in a vault, in a trust company.

403 Mr. GILLETTE:

Q. Did you look where the paper would be apt to be?

A. Sometimes it would be at home. Generally I kept it in the vault.

Q. Were you able to find it?

A. No, I don't think I found it. If I found it you have it.

Examination by Mr. TONE, for the defendant Wilson:

Q. Have you any memorandum by means of which you can tell the date of that deed from yourself to Julia Wilson which you say you have been unable to find? Have you got any notes or any means of refreshing your recollection as to the date of the deed from yourself to Julia Wilson?

A. I haven't them here. I may, after search, discover them. However, it is on record, I presume.

Q. What did you do with the rents from this property after the time that deed was delivered to Julia Wilson to yourself?

Objected to by complainants' counsel as leading. Objection overruled.

A. Just repeat that.

Q. What did you do with the rents to the property in question in this case, after the deed by yourself to Julia Wilson was delivered to her?

Objected to. Objection overruled.

A. I accounted to my sister, what was coming to her from her
property, and the balance I kept for myself. I had a
404 good deal of her money also. When she died I was a good
deal in her debt. She was an invalid.

Q. Did you ever have any paper authorizing you to collect this rent and transact business for her?

A. Yes sir.

Objected to by complainants' counsel, who moved that the answer be stricken out. Objection overruled.

Q. Have you looked for that power of attorney?
A. I have.
Q. Were you able to find it?
A. Power of attorney from my sister?
Q. Yes. You haven't got it here have you?
A. If Mr. Gillette hasn't got it I haven't it.
Q. You haven't got it among your papers?
A. I don't think I have.

The COURT:

Q. Have you made a search?
A. Yes sir, a diligent search.
Q. You didn't find it?
A. I didn't find it.

Mr. TONE:

Q. What did that power of attorney authorize you to do?
A. To take charge of her property.
Q. All property of your sister, Julia Wilson?
A. Yes.
Q. You did have charge of that property up to her death under that, did you?
A. Yes. She had an agent that did the collecting sometimes, but I had the money, and accounted for it.

405 Mr. GILLETTE:

Q. I will now hand you certain tax receipts for the city taxes upon this property, for the years 1864, 1866, 1867, 1868, 1870, 1871, and the State and county taxes for the year- 1865, 1867, 1869, 1870, 1871, and 1872, and ask you to state if those are receipts for the payment of taxes for the years which I have mentioned?

Mr. CHILDS: Ask him to state what they are.

Mr. GILLETTE:

Q. State what they are, then?

A. For 1868——

The COURT:

Q. Have you seen those papers before?

A. Yes, sir.

Q. Where did you get them?

A. I got them from the clerks in the court house.

Q. How did you happen to get these papers?

A. I went in — paid taxes.

Q. Are these the papers you got when you paid the taxes?

A. Yes sir.

Mr. GILLETTE:

Q. And the amounts mentioned therein represent the amounts which you paid for those taxes?

A. Precisely.

Q. For the years which I have mentioned?

A. Yes sir.

Q. For the State, county and city and school taxes?

A. Yes sir.

406 Q. Those were all the taxes that were assessed against this property during this time?

A. Yes, sir.

The tax receipts referred to were offered in evidence, and were marked Wilson's Exhibits 22 to 32, respectively.

They are as follows:

407 STATE OF ILLINOIS, }
City of Chicago, } *ss:*

City collector's office.

CHICAGO, *March* 23, 1865.

Received of F. R. Wilson forty nine dollars and 68 cents, in full for the annual city taxes, due for the year 1864, on the following described property, situated in said city, to wit:

Part of city.	Sub-lot.	Lot.	Block.	Valuation.	Total am't of tax.
				Dollars.	*Dollars. Cents.*
Spear's add.		16	2	60.	1.20
		17	"	60.	1.20
S. E. ¼ sec. 21, 39, 14.	E. ½	11	43	450.	9.00
N. W. ¼ sec. 22, 39, 14		10	24	650.	13.00
South Branch add.	11	11 to 15	11	60.	1.20
	13	" " "		60.	1.20
		11	16	60.	1.20
		9	16	60.	1.20
Waller's sub'n sec. 28, 39, 14.		97		100.	2.00
Sherman's sub'n sec. 28, 39, 14.		6	7	40.	.80
		7	"	40.	.80
Mrs. A. Lynch's sub'n in sec. 32, 39, 14.		16		330.	6.60
Sec. 33, 39, 14.		E. ½ 25	2	30.	.60
		68	11	20.	.40
Cottage Grove.		41		70.	1.40
"		42		70.	1.40
Dyer & Davison's in sec. 34, 39, 14.	42	5, 6	1	60.	1.20
	44	5, 6	"	60.	1.20
					$45.60
5 % damage.					2.28
Costs.					1.80
					$49.68

F. METERING,
City Collector,
By LOUIS BLOHM.

408 State of Illinois, *City of Chicago,* } *ss:*

City collector's office.

Chicago, *March 19th,* 1867.

Received of F. R. Wilson one hundred and fifty two dollars and 53 cents, in full for the annual city taxes, due for the year 1866, on the following described property, situated in said city, to-wit:

Part of city.	Sub-lot.	Lot.	Block.	Valuation.	Total amount of tax.
				Dollars.	*Dollars. Cents.*
S. E. ¼ sec. 21, 39, 14	E. ½	11	43	1,400.	28 00
Do.		7	35	1,190.	23.80
South Branch add'n	11	11 to 15	11	175.	3.50
Do.	13	"	"	175.	3.50
Do.		11	16	231.	4.62
Do.		12	"	231.	4.62
Johnston sub'n in sec. 27, 39, 14		29		700.	14.00
Waller's subd'n in sec. 28, 39, 14		91		420.	8.40
Do.		196		420.	8.40
Sec. 33, 39, 14		68	11	126.	2.52
Cottage Grove.		41		315.	6.30
Do.		42		315.	6.30
Dyer and Davisson's sub. in sec. 34, 39, 14	42	5 and 6	1	140.	2.80
Do.	44	"	"	140.	2.80
Pointz's sub'n in sec. 28, 39, 14		39	1	280.	5.60
Do.		40	"		
Do.		41	"	140.	2.80
Do.		42		140.	2.80
Do.		10	4	140.	2.80
Do.		56	"	140.	2.80
Brand's add'n		1	8	350.	7.00
					$143.36
Damages					7.17
Costs					2.00
					$152.53

$433.30 total am't of city taxes paid for '66 in 1867.
Also 100. personal property tax.

$533.

A. H. HEALD,
City Collector,
By E. DRURY.

409 STATE OF ILLINOIS, } *ss:*
City of Chicago, }

City collector's office.

CHICAGO, *March* 20, 1868.

Received of F. R. Wilson two hundred twenty one dollars and 14 cents, in full for the annual city taxes due for the year 1867, on the following described property, situated in said city, to wit:

Part of city.	Sub-lot.	Lot.	Block.	Valuation.	Total am't of tax.
				Dollars.	*Dollars. Cents.*
S. E. ¼, sec. 21, 39, 14	.....	7	35	2400.	31.20
W.......... X E. ½	....	11	43	1700.	22.10
South Branch add.....	11	11 to 15	11	220.	2.86
	13	"	"	220.	2.86
124.	....	11	16	400.	5.20
"	....	12	"	1080.	14.04
Wm. T. Johnston's sub. in sec. 27, 39, 14.	....	29	....	750.	9.75
Waller's sub. in sec. 28, 39, 14........	....	91	....	1100.	14.30
"	....	196	....	940.	12.22
F. C. Sherman's & others'......	....	6	7	200.	2.60
Sub'n in sec. 28, 39, 14.	....	7	"	200.	2.60
Sec. 33, 39, 14........	....	25 W. of R. Ransom	R. E. of St. 2	90.	1.17
"	....	25 W. of street	Ransom 2	90.	1.17
"	....	25	11	480.	6.24
"	....	68	"	90.	1.17
Cottage Grove.........	....	41	....	760.	9.88
"	....	42	....	760.	9.88
64 School Sec. add.....	....	8	10	1000.	13.00
4 Ogden's add.........	S. ½	3	17	640.	8.32
Spear's add............	....	16	2	160.	2.08
"	....	17	"	160.	2.08
4 Russell, Mather & Roberts' add.					
4 " "	W. ½ 5	7 & 8	70	Paid.	
4	....	13	71		
McReynolds' add.....	......	13	2	130.	1.69
		14	"	130.	1.69
		23	3	130.	1.69
		39	6	130.	1.69
		40	"	130.	1.69
		37	8	130.	1.69
		10	9	130.	1.69
		31	"	130.	1.69
Watson, Toner & Dav. sub. in sec. 6.......	....	....	9	2300.	29.90
					218.14
Cost..........	....	....	....	....	3.00
					221.14

A. H. HEALD,
City Collector,
By JNO. MORETZ.

410 STATE OF ILLINOIS, *City of Chicago*, } *ss:*

City collector's office.

CHICAGO, *M'ch* 19, 1869.

Received of F. R. Wilson twenty seven dollars and 88 cents, in full for the annual city taxes, due for the year 1868, on the following described property situated in said city, to wit:

Part of city.	Lot.	Block.	Valuation.	Total am't of tax.
			Dollars.	*Dollars. Cents.*
S. E. ¼ sec. 21, 39, 14. ....E. ½	11	43 E. of A St.	1700.	23.80
Sec. 33, 39, 14....................	25	2	150.	2.10
" " " ".................	18	11	120.	1.68
				27.58
Cost...............	.....	....	....	.30
				27.88

A. H. HEALD,
City Collector,
By J. H. HEALD.

411 STATE OF ILLINOIS, } *ss:*
City of Chicago, }

City collector's office.

CHICAGO, *Mar.* 1*st*, 1871.

Received of F. R. Wilson two hundred & thirty dollars and 85 cents, in full for the annual city taxes, due for the year 1870, on the following described property, situated in said city, to wit:

Part of city.	Sub-lot.	Lot.	Block.	Valuation.	Total am't of tax.
				Dollars.	*Dollars. Cents.*
S. E. ¼, sect. 21, T. 39, R. 14, $\frac{1122}{1872}$	E. ½	11	43	2200.	33.00
Do...............	....	7	35	3700.	55.50
South Branch addition.	11	11 to 15	11	200.	3.00
Do...............	....	11	16	600.	9.00
Do.. ....W..	....	12	16	1850.	27.75
SchoolSection addition.	... .	19	10	2300.	34.50
Spear's addition... ...	....	16	2	280.	4.20
Do...............	....	17	2	240.	3.60
McRenolds' add.......	....	14	2	240.	3.60
Do...............	....	23	3	240.	3.60
Do.........	....	39	6	240.	3.60
Do............	....	40	6	240.	3.60
Do...	....	41	6	340.	5.10
Do..	....	37	8	240.	3.60
Section 7, T. 39, R. 14.	....	15	12	260.	3.90
Do...............	.. ..	16	12	260.	3.90
Pollick's subd. S. ½ except E. ½ ac. of W...	....	1	.. ....	360.	5.40
13½ ac. E. 46½.........	....	14	... .	480.	7.20
Ac. of S. ½ of S. E... .	... .	15	... ...	180.	2.70
¼, 12, 39, 13..........	....	30	....	940.	14.10
					$230.85

	230.85
There is a special assessment........................... .... on this property.	6.75
	$237.60

Wt. 1192. 1072 W.

W. J. ONAHAN,
City Collector,
By BRENAN.

HUBBARD,
Entry Clerk.

412 STATE OF ILLINOIS, }
Cook County, } *ss :*

County collector's office.

CHICAGO, *Oct.* 21, 1872.

Received of F. R. Wilson one hundred & eleven dollars and 79 cents, in full for the annual city taxes, due for the year 1871, on the following described property, situated in the city of Chicago, to wit :

Description.	Sub-lot.	Lot.	Bl'k.	Valuation.	Special assessments.		General tax.	Total.
					No.	Amount.		
						Dols. Cts.	*Dolls. Cts.*	*Dolls. Cts.*
S. E. ¼ sec. 21, 39, 14.	....	7	35	....	....	....	37.	
	N. E. ¼	11	43	....	....	....	24.	
	S. ½	6	50	..	....	....	Paid.	
South Branch add.	11	11 to 15	11	...	...	....	2.30	
	12	"	"	....	....	....	3.30	
	13	"	"	...	...	....	2.30	
	....	9	16	....	....	....	Paid.	
	....	11	"	....	....	....	6.	
	....	12	"	..	....	....	17.50	
Waller's sub. of 18 ac. in N. E. ¼. sec. 28, 39, 14.	....	97	.....	..	...	....	7.50	
	....	196	.....	...	....	....	10.	
Cost.	....	....	....	....	....	....	1.89	111.79

J. S. RUMSEY.
WM. BEYR.

$112.
H. EOLD,
Collecting Clerk.

413 STATE OF ILLINOIS, } *ss :*
Cook County, }

CHICAGO, *Sept'b'r 3rd,* 1866.

Received of F. R. Wilson fifteen dollars and fifty-two cents, in full of the State, county, town, school and road taxes, due for the year 1865 on the following described real estate, and on personal property, as valued below, to wit:

Description.	Sub-lot.	Lot.	Block.	Valuation.	Total tax.
C. Tr. sub'n S. E. ¼ sec. 21, 39, 14	....	7	35	400.	6.92
" "	....	11	43	320.	5.53
" "	....	6	50	Paid.	
Assessors' div. N. ¼ sec. 22 T. 39, 14	....	11	24	Paid.	
South Branch addition	11	11 to 15	11	45.	.78
" "	12	"	"	Exc.	
" "	13	"	"	45.	.78
" "	....	11	16	35.	.61
" "	....	12	16	Paid.	
" "	....	9, 10, 11 & 12	27	Paid.	
W. F. Johnson's sub'n of 5½ acres S. E. part section 27, T. 39, R. 14	....	29	......	Paid.	
					$14.62
Costs	....	....	....	....	.80
					$15.52

J. M. ALLEN, *Treasurer.*
B.

414 W. B.

TREASURER'S OFFICE, }
Cook County, State of Illinois. }

CHICAGO, *September* 14/24, 1868.

Received of F. R. Wilson eight dollars and 99 cents, in full of State, county, town, school and road taxes, due for the year 1867, on the following described real estate, and personal property, as valued below, to wit:

Description.	Sec.	T.	R.	No. of acres.	Sub-lot.	Lot.	Block.	Valuation.	Total tax.
Canal Trus. sub. S. E. ¼ . .	21	39	14	E. ½	.....	11	43	605.	8.41
Canal Trus. sub............	33	39	14	.....	....	68	11	27.	.38
									$8.79
Costs..............	....	. ..	....	......	....	.	....	....	.20
									$8.99

THOS. OSBORN,
County Treasurer,
Per WM. BEYR.

415 *State, County, and Town Taxes.*

STATE OF ILLINOIS, } *ss:*
Cook County, }

CHICAGO, *Jan'y 5th*, 1870.

Received of F. R. Wilson eighty two dollars and 82 cents, in full of State, county, town and South Park taxes, due for the year 1869, on the following described real estate, as valued below, to-wit:

Description.	Sub-lot.	Lot.	Block.	Valuation.	Total tax.
Sec. 33, 39, 14	....	25	E. ⅓ 2	65.	1.63
" "	....	68	11	54.	1.36
Cottage Grove add'n	....	41	.. ....	313.	7.80
" "	....	42	....	292.	7.27
South Branch add...................	11	11 to 15	11	86.	2.14
" "	....	9	11	173.	4.30
" "	....	11	"	162.	4.04
" "	....	12	"	421.	10.48
Point's sub. in sec. 28, 39, 14......	....	40	3	205.	5.11
S. E. ¼, sec. 21, 39, 14..	....	7	35	1015.	25.26
" "	X E. ½	11	43	540.	13.43
					82.82

M. W. KERWIN,
Collector South Chicago,
By JOHN MURPHY.

416 TREASURER'S OFFICE,
Cook County, State of Illinois.

CHICAGO, *Aug.* 22, 1871.

Received of F. R. Wilson two hundred thirty dollars and 37 cents, in full of State, county, town, school, road, and — taxes, due for the year 1870, on the following described real estate, and personal property, as valued below, to-wit:

Description.	Sec.	T.	R.	No. of acres.	Sub-lot.	Lot.	Block.	Valuation.	Total tax.
Cook & Anderson's subd'n W. ½, N. E. ¼.	24	39	13	......	....	20	1	200.	35.45
" "	"	"	"	......	..	6	7	200.	40.13
Walcot's add..........	....	....	...	W. ½	...	14	3	850.	22.82
Canal Trus. sub. S. E. ¼.	21	39	14	E. ½	X	11	43	590.	16.59
						7	35	950.	26.71
South Branch add....	....	....	....	......	11	11 to 15	11	60.	1.71
" " ...	....	...	....	......	13	"	11	70.	1.99
						11	16	....	.....
						12	16	....	.....
Waller's subd'n	28	39	14	......	....	97	....	200.	5.64
" "	....	...	....	.....	.....	196	....	290.	8.17
Subd. of that part W. of R. R.....	33	39	14	......	...	25	E. ½ 2	70.	1.99
						68	11	50.	1.42
Dyer & Davidson's subd	34	39	14	......	42	5 & 6	1	310.	8.74
B.F. Johnston's subd. of 5 ac. N. & adj. S. 32½ ac. S. E. ¼, S. E. ¼	4	38	14	....	...	24	....	48.	3.67
						25	....	48.	3.67
Subd. of S. 25 ac. S. E. ¼.	4	38	14	......	...	73	2	40.	2.93
						84	....	40.	2.93
						85	....	40.	2.93
						86	......	40.	2.93
						87	......	40.	2.93
						92	......	40.	2.93
						93	.....	40.	2.93
						97	......	40.	2.93
						98	....	40.	2.93
						99	....	40.	2.93
						100	......	40.	2.93
						101	....	40.	2.93
						102	....	40.	2.93
W. ½ N. W. ¼..........	13	39	12	E. ½	.....	5	....	50.	2.94
Costs..........	....	....	....	....	......	....	....	....	10.64
									230.37

H. S. REFFORDS,
County Treasurer.

417 *State and County Tax Receipt.*

COUNTY COLLECTOR'S OFFICE,
Cook County, State of Illinois.

F 177
H

CHICAGO, *March* 25, 1872.

Received of F. R. Wilson two hundred & sixty dollars and 68 cents, in full of State, county, town, school, road and — taxes, due for the year 1871, on the following described real estate and personal property, as valued below, to-wit:

Description.	Sec.	T.	R.	No. of acres.	Sub-lot.	Lot.	Block.	Valuation.	Total tax.
Canal Trustees' sub. S. E. ¼	21	39	14	X	E. ½	11	43	670.	17.90
South Branch add.						12	16	580.	15.48
Raymond's in S. E. ¼	27	39	14			29		550.	14.69
						30		380.	10.13
C. T. sub.	7	39	14			13	54	930.	28.94
						14	"	730.	22.71
						15	"	810.	25.19
Honore's sub. of Freeman's add'n						1	4	50.	1.55
						2	1	60.	1.85
					7	1	5	60.	1.85
					8	3	3	60.	1.86
					9	"	"	60.	1.86
Sutton's add.						15	2	180.	5.61
						16	"	180.	5.61
						7	3	180.	5.61
						8	"	180.	5.61
						9	"	180.	5 61
						10	"	180.	5.61
						12	5	140.	4.36
						13	"	140.	4.36
						14	"	140.	4.36
						15	"	140.	4.36
						16	"	180.	5.61
Assessors' div. N. ¼ S. E. ¼	20	39	14						
					S.	33	ft. 16	230.	7.16
Ex. W. 22 ft. of N. 120 ft.	& E	x. S.	143	ft.			16	700.	21.78
Wolcott's add'n					W. ½	14	3	850.	25.56
Costs									5.46
									$260.68

J. S. RAMSEY,
By C. JERNEGAN, *Deputy.*

Check 260.58.
MARWEDEL.

418 *State and County Tax Receipt.*

County Collector's Office,
Cook County, State of Illinois.

Chicago, *August 4''*, 1873.

Received of F. R. Wilson, 695 Madison St., one hundred and thirty two dollars and 77 cents, in full of State, county, town, school, road, and park taxes, due for the year 1872, on the following described real estate, and personal property:

Description.	Sec.	T.	R.	No. of acres.	Sub-lot.	Lot.	Bl'ck.		Total tax.
								Dolls. Cts.	*Dolls. Cts.*
Canal Trustees' new subd'n S. E. ¼........	21	39	14	......	..	7	35	....	29.66
					E. ½	11	43	....	18.98
					S. ½	6	50	....	18.70
South Branch addition	....	....	..	......	11	11 to 15	11	....	2.14
					12	"	"	Exempt.	
					13	"	"	....	2.41
					...	9	16	Paid.	
					....	12	"	....	16.57
Raymond's sub-d'n in S. E. ¼.	27	39	14	......	......	29	......	....	16.03
						30	......	....	11.75
Waller's sub'n of 18 acres in N. E. ¼......	28	39	14	......	......	97	......	....	5.88
						196	......	....	8.55
									130.67
Cost........	....	....	....	.....	.....	....	......	....	2.10
									132.77

J. S. RUMSEY,
By C. JERNEGAN.

O. K. 597.
ROOT.

419 Q. Who paid the State, county, town and school taxes, the general taxes for the years 1864, 1866, 1868, upon this property?

Objected to as not the best evidence. Objection overruled.

A. I paid them.

Q. Who paid the city taxes for the year- 1865, 1869 and 1872, upon this property in question?

A. I did.

Q. Where are the tax receipts for the last years that I have mentioned? That is, the absent ones, the ones that do not appear here?

A. I have made diligent search for them, and cannot find them.

Q. Did you have them in your possession at one time?

A. Yes, sir.

Q. Do you remember of having them at the former trial of this case?

A. I did.

Q. Do you remember that they were offered in evidence there and marked as exhibits in this case?

A. Yes.

Q. Have you made diligent search for them?

A. I have.

Q. You cannot find them any where?

A. No, I cannot find them. I had seven consecutive years.

Q. You do know that you paid all taxes for the years that I have mentioned, upon this property?

A. Yes, and they were exhibited in the last trial.

420 Q. You have paid upon this property all general, State, county and city taxes of all kinds levied for the years 1864 to and including the year 1872?

A. Yes sir.

Cross examination by Mr. HUDSON:

Q. What time in 1880 was it that you made that conveyance to your sister, if you remember?

Objected to, that the witness did not say it was in 1880. Objection overruled.

Q. On direct examination you stated that the conveyance to your sister was made sometime in 1880. Will you state what part of the year it was?

A. No, I didn't say that. You are wrong. I said it was sometime about—I didn't know that it was in 1880. It might be before or after.

Q. How long before or after was it?

A. It may be a year, and it may be two.

Q. Before or after?

A. Yes sir.

Q. You don't remember which it was?

A. I don't remember now.

Q. As near as you can remember, it was about 1880? Is that right?

Objected to. Objection overruled.

A. No, I could not say that. It might be a year or two before or after 1880.

Q. It wasn't five or six years before or after, was it?

421 A. No.

Q. Nor three?

A. No.

Q. It was within two years of 1880? Is that right?

A. Yes, I think so.

Q. Look at the date of Exhibit 20, and state if that refreshes your recollection as to when you made the deed to your sister? I refer to the lease dated August 1st, 1877, from Frederick Wilson to Barbara Seufert? Was it before or after the date of that lease that you made the deed to yours sister?

Objected to, on the ground that the witness has stated that the only means he has of telling the date of that was the date of the deed. Objection overruled.

A. This might be made—sometimes a party don't go into the premises immediately when the lease is made.

Q. This lease is signed, Frederick R. Wilson. Did you make the deed to your sister before or after you made that lease?

A. I couldn't answer that until—I presume this case won't be closed to-night, and I can give you a more intelligent answer tomorrow.

Q. I don't want an answer after you have had an opportunity to look up things and be posted. I want an answer from your recollection.

A. I put the blame of that on my lawyer. If he asked me to bring those papers down——

422 Q. Where was your sister when you made the deed to her?

A. My sister was an invalid for twenty years.

Q. Where was your sister when you made the deed to her?

A. She was down in Long Branch, in the State of New Jersey.

Q. How long thereafter did she stay there?

A. She stayed there until she died. That was in 1887.

Q. Was she ever on this property in person from the time you made the deed to her until she died?

A. On the property here in Chicago?

Q. Yes.

A. I don't know that she was.

Q. She never was in Chicago during that time was she?

A. I don't know. I can't say as to that. She was an invalid for twenty years, but not incapable of being in Chicago, or in New Jersey, or around the world.

Q. Did you take the deed down there and deliver it to her, the one that you made to her?

A. I may have done that, or I may have sent it by mail.

Q. Do you remember which you did?

A. No, sir.

Q. Do you remember this woman, Seufert, that went into that land?

A. Yes sir.

Q. Who collected the rents from her, the actual money?

A. Sometimes my agent, and sometimes I did.

Q. Who was your agent at that time?

A. A man by the name of John McElroy.

Q. Who appointed him your agent?

423 A. He was my agent before my sister got her deed and he continued.

Q. How long was he your agent? Between what years?

A. I couldn't exactly tell you that.

Q. What did McElroy do with the rents received under this particular lease?

A. He paid them over to me.

Q. And the rents received under this particular lease, what did you do with them?

A. Delivered it to my sister, what was coming to her.

Q. What was coming to her?

A. This particular lease.

Q. That particular lease?

(No answer.)

Q. Was your sister a party to that lease?

A. You want me to answer?

Q. Yes.

Q. Give me time. I will lose my temper to some of your chaps. It is $150. a year, payable quarterly in advance.

Q. To whom?

A. I suppose it was to——

Objected to, that the lease speaks for itself. Objection sustained.

Q. To whom was it paid?

A. I think that money was collected by her agent. That was John McElroy.

Q. Where did you live at the time that lease was made?

A. About that time I made my home, I think, down there in New Jersey. Came up here occasionally, every two or three months.

Q. The lease speaks of the rent as payable at the office of

424 Frederick R. Wilson, 371 South Park avenue, in the city of Chicago. Did you have an office here at that time?

A. Yes, I think I had.

Q. How long after that did you have an office at that place here?

A. That was not my office. I used it, of course.

Q. Was the rent paid at that place?

A. It was my home there.

Q. This is your signature, is it not, to that lease, Exhibit 20?

A. Yes sir, that is my signature.

Q. Your own sign manual?

A. Yes, that is mine.

Q. Who put Bar*ab*ra Seufert in possession of that property?
A. I was acting for my sister, I presume.
Q. Who put her in possession of that property?
A. If I was her agent, I put her in possession.

Mr. Gillette: Does the counsel mean physically?
Mr. Hudson: I want to know who took her and gave her possession of that property?

The Court:

Q. Do you remember about that, who gave her possession?
A. I presume I did. I generally did so.
Q. Were there keys to the house?
A. I don't know.

Mr. Hudson: Where is that deposition? That is one of the court files.
Mr. Gillette: Here it is. I will let the whole thing go in evidence, if you want it.
Mr. Hudson: I will accept that offer.

Q. I hand you what purports to be a master's report, filed
425 in this case made by John T. Noyes, including a signature
purporting to be yours. Will you kindly look at the last page, and see if that is your signature?
A. That is my signature.
Q. In your own handwriting?
A. Yes sir.

Mr. Gillette: Is that considered in evidence?

Mr. Hudson:

Q. Will you kindly turn to page 20 of that deposition?
Mr. Gillette: Is the deposition in evidence?
Mr. Childs: Don't be in a hurry about that.

Mr. Hudson:

Q. Will you kindly turn to page 20 of that deposition. It there appears, at the last of page 19, the following questions: "You may state who remained in possession of the premises?" "A. Loun remained." "This same Loun?" "A. Yes sir." "Q. Up to what time?" "A. Well, up to the time that I made this lease."
Did you so testify before the master in chancery?

The Court: What lease does he refer to there?
Mr. Hudson: Refers to one that he had in his hand.
Mr. Tone: I am trying to see from the text what they are talking about.
The Court: It is fair that the witness should understand the general character of the question.

Mr. **Hudson**: The witness can take the original, and we will get along very well.

Q. Will you look at the last question on page 19. Did you answer these questions before the master in that way?

426 A. I don't understand it.

Q. Read the question- there, and the answers there, and answer if you so testified before the master?

The **Court**: Read that at the bottom of the page, and over on the top of the next page.

Q. Did you so testify?

Mr. **Gillette**: I object, that it cannot be for the purpose of impeaching the witness, that his testimony at this trial is the same as his testimony there.

Mr. **Hudson**: It is both for the purpose of impeaching the witness, and a declaration against his interests.

The **Court**: It would be admissible for the purpose of impeachment, unless it tends to contradict what he has stated on the stand.

Mr. **Hudson**: It would be admissible as an admission against his interests.

The **Court**: Let him answer.

Mr. **Hudson**:

Q. Did you answer the question- there put to you in the manner there indicated?

A. Maybe they were not indicated that I could understand.

Q. Did you answer them in the way there indicated?

A. I cannot say at present.

Q. Was the question asked you, "To whom was this lease there mentioned made," and did you answer, "Barbara Seufert, Loun sold his house to her?" Did you answer that question that way?

A. I cannot say.

427 Q. Was the question asked you, "And from 1874 to 1877 who received the rents?" Did you answer, "Well, I received them throught my agent?"

A. That is generally what I did. If the agent collected the money he handed it over to him generally in a monthly statement.

Q. Did you so testify when that deposition was being taken?

A. I cannot say.

Q. Will you read the next question, "From this Loun," and did you answer, "Yes, up to 1877, up to the time that Loun left?"

A. I might have misunderstood the question. I may not have intended to answer that. If you have got any catch in that thing I will say this, that I may—yes, you needn't smile. If the question was put to me directly, but in answering and signing my name to this document there is a great deal there that I had to put my name to that was misapplied.

Q. Was the question asked you as there indicated on page 20, "I will call your attention to lease dated August, 1877, between Frederick R. Wilson, and Barbara Seufert, of the northwest quarter of the east half of said lot 11 for a term of five years, beginning the first of August, 1877, and expiring the 31st of July, 1882, and will ask you whose signatures are appended to this lease," and did you answer that question as follows: "That is my signature as lessor, and 428 Barbara Seufert as lessee?"

Objected to as immaterial. Ruling reserved.

Mr. Hudson: He has testified here that it was his signature as agent. If these gentlemen do not claim that he signed that lease as agent, then I will remove all this. If he will simply state that he signed that as lessor, with that admission I will stop.

The Court: He has stated that he signed that lease in his own name, but he accounted for the rents to his sister. They have the right to note the fact that he was signing leases in his own name.

Mr. Childs: We presume also that we have a right to show what he has testified.

The Court: Anything in conflict with his statements here.

Adjourned to Tuesday next, April 9, 1901, at 10 o'clock a. m.

429 CRAMER
v.
WILSON.

APRIL 9, 1901—10 o'clock a. m.

Court met pursuant to adjournment,

Whereupon, JAMES BOYCE, called as a witness on behalf of the defendant, having been first duly sworn, testified as follows:—

Direct examination by Mr. GILLETTE:

The COURT:

Q. Have you been sworn?
A. On Saturday I was sworn.

Mr. GILLETTE:

Q. What is your name?
A. James Boyce.
Q. Where do you live?
A. 29 21st place.
Q. Chicago?
A. Certain.
Q. What part of these premises do you occupy?
A. All of them.

Mr. HUDSON: I object to the question.

The COURT: I will treat that as preliminary. (To the witness.) Do you know what premises he means? The premises in controversy here.

Mr. GILLETTE:

Q. Mr. Boyce, are you acquainted with the premises in controversy here, the east half of lot 11 in block 43, Canal Trustees' subdivision?

430 A. Well, I have been around there for the last twenty-five years.

Q. You know what premises are in controversy here, the property we are talking about?

A. Yes—do I know it?

Q. You know what property we are talking about?

A. Yes, yes.

Q. Do you live on any portion of that property?

A. Yes.

Q. What portion?

A. Well, I could not give you the number of it, but it is on the northeast lot on 21st——

Q. Portion of that lot?

A. Yes, there is four lots there.

Q. Do you occupy it with your family?

A. Certain.

Q. How many are there of your family?

A. Two daughters and myself and my wife.

Q. How long have yourself and your wife occupied those premises?

A. Seven years in the next month, the first of next month.

Q. Seven years last past?

A. No, seven years the first of May.

Q. Last past, the last seven years?

A. No, the next one, next month.

The COURT: It will be seven years.

Mr. GILLETTE:

Q. How did you come to go into possession there?

A. I bought a house on it of Mr. Wilson.

Q. Did you have a lease from Mr. Wilson?

A. How?

—. Did you have a lease of it from Mr. Wilson?

A. Yes sir, but he got—well, it was no lease. I bought 431 the house, no lease, only—I pay five dollars a month to-day for the lot.

Q. To whom have you paid that rent during the time that you have been there?

A. Mr. Wilson.

Q. How many years have you been acquainted with that property and its surroundings there?

A. Well, I have known that property for twenty-five years.

Q. Who else besides yourself has occupied that lot or any portion of it during the time that you have been there?

A. No one since I have been—not on that lot.

Q. I mean the whole——

A. The whole of it?

Q. The whole lot.

A. There has been several tenants backward and forward, and I have been seeing to the rent for him for some time back.

Q. For Mr. Wilson?

A. Yes sir. Up to twenty-five years ago there was a party by the name of Beck lived in one of the houses on 22nd street.

Q. Did you know Beck?

A. Yes.

Q. Is that Christian Beck?

A. No, his name is Nick Beck.

Q. Was that the name you knew him by?

A. His name is Nicholas Beck, and his mother died at the time of the riot on the Haymarket, and he was a policeman at that time, and then it fell into his hands, and he sold the house to Mr. Wilson and has not drawn any rent for that lot since, as far as I know, but the rest of them I have been collecting rent for.

Q. Mr. Boyce, do you know what relation Nicholas Beck was to Christian Beck? 432

A. I do not, I do not know.

Q. Did you know another Beck who lived there?

A. No.

Q. A woman who died?

A. Well, I suppose that was his mother. She died there, and at the time of this riot of the Haymarket they sent for him. He was on the police force, and they sent for him, and they would not let him off until they sent up to see whether it was right or not. When they found out it was right, they let him go.

Q. Did you know anybody else who lived on that lot or any portion of it?

A. Yes, an old man lived up on Wentworth avenue and keeps a coal business.

Q. Do you know his name?

A. I believe it is something like Murphy. He is an old Irishman, anyway, and he lived in the next house to Beck's for years.

Q. Would you know the name if you heard it?

A. I think I would.

Mr. Hudson: Try to exhaust his memory first.

Mr. Gillette: I think I have.

Q. Do you remember the name of the Irishman?

A. I think it is something like Murphy. It is not Murphy, but it was something in that way. He keeps a coal office on Wentworth avenue now, toward 31st street.

Q. Was it McCormick?

Mr. HUDSON: I object to the question as leading.

A. McCormick, that is what it was, that was the name, McCormick.

433 Q. Do you know anybody else who lived on any other portion of that lot?

A. Yes, I have rented it, too, two or three times.

Q. That is since you have been there?

A. Yes.

Q. But prior to the time that you have been there?

A. Yes, I say that I have rented that same house that McCormick did live in. I believe he owned the house once and lived in it about 15 or 20 years.

Q. Did you have any charge of renting any portion of the property prior to the time that you moved there seven years ago?

A. No, not any.

Q. Can you give the name of any person or persons who lived there prior to seven years ago before you went there?

A. Yes, I can, one that was living on the same lot that I am living on now, Saul.

Q. Do you know his name?

A. I believe it is John Saul.

Q. Do you know who he rented of?

A. He rented from Mr. Wilson; and then Mrs. Somers—after he had gone and moved his house away, Mrs. Somers moved hers on, and this is the very one that I am living in now.

Q. Do you know how long Mrs. Somers lived there?

A. About fifteen years, I guess.

Q. Do you know of whom she rented?

A. She rented from Wilson the lot, moved her own place on there, and she wanted to sell it to him and turned it over to him, and he sold it to me.

434 Q. Do you know the name of any other person who occupied any portion of that lot?

A. Yes, Hartman. I don't know whether he is a German or not. He lived on the next lot, that is, 31 on 21st place.

Q. Do you know when he moved away?

A. About five years ago.

Q. Do you know how many years he lived there?

A. He must have lived there fifteen or eighteen, something in the neighborhood of that.

Q. Fifteen or eighteen years?

A. Yes.

Q. Do you know to whom he paid rent?

A. He paid it to Wilson—well, to his agents. He never goes around to collect any rent that I know of.

Q. You knew who Mr. Wilson's agents were, did you not?
A. Yes, I know Murphy was one, and then therr was—I cannot think of his name. He has a brother a doctor down here on State.
Q. Henshaw, do you remember that?

Mr. HUDSON: I object to the question as leading.

The WITNESS: Campbell is one.

Mr. GILLETTE:

Q. Do you know a man by the name of Henshaw?
A. No.
Q. Can you give us the name of any other person that you know that occupied any portion of that lot?
A. Why, I have since then, and I can give you the names of a couple that is in that same house where——
435 Q. No, prior.
A. Well, Nick Lange was one that lived in the Hartman house.
Q. Do you know how long he lived there?
A. He lived there about a year.
Q. Do you know who rented the property to him?
A. I did.
Q. That was after you went there?
A. Yes.
Q. For whom were you acting?
A. For Mr. Wilson.
Q. Can you give us the name of any other person now?
A. Yes.
Q. Who occupied that lot?
A. Why, William Flanders.

The COURT:

Q. Was that before you went there?
A. No, since I have been there. It is all in my seven years that Nick Longo and Flanders and some others that I do not know the names now, they did not stay, though.

Mr. GILLETTE:

Q. At the time that Mrs. Somers occupied it, and Hartman and Saul and Hudson that you have mentioned, that was before you went there?
A. Yes, sir.

Mr. HUDSON: I object to that question as leading.
Objection overruled by the court.

A. Yes, all before I went there.

Cross examination by Mr. Hudson:

Q. What rent did you pay for that property, Mr. Boyce?

A. Five dollars a month for the lot.

436 Q. Did you have a lease, did you say?

A. Yes, but Mr. Wilson has *hte* lease himself. He asked me for it to look it over.

Q. I understood you to say you did not have a lease, but paid on the house that you have.

A. No, no lease on the house. That was the way I paid it. I paid Wilson for it about ten dollars a month, paid for the lot and house. I gave him so much down, and then I worked for the rest.

Q. That has all been paid, has it?

A. Yes sir, for the house.

Q. So you now own the house and the lot?

A. The lot is supposed to be worked for by me. I was to work it out.

Q. You have done so, have you?

A. Well, I think so.

Q. So now the house and lot both belong to you?

A. It ought to. That is the way I made my deal. I cannot say even——

Q. That was the arrangement between you and Mr. Wilson, was it?

A. Yes sir.

Q. When did you make that arrangement?

A. I could not tell you. It was some five or six years.

Q. Five or six years ago?

A. Yes sir, when I commenced working for him. I have done a great deal of work for him. I have done carpenter work all around for him, and collected his rent.

Q. When Nicholas Beck was in there, to whom did Nicholas
437 pay rent, if you know?

A. Who did he pay rent to?

Q. Did he pay rent to Mr. Wilson?

A. To Mr. Wilson's agent.

Q. Either Mr. Wilson or Mr. Wilson's agent for him?

A. Yes.

Q. How do you know?

A. Well, I have heard it talked of, that is all. I never was interested in it at all at that time.

Q. How about Hartman, was that the same way?

A. He done the same, he paid the same way.

Q. To Mr. Wilson or his agent?

A. Yes sir.

Q. Who did you hear talking about this?

A. Well, I know Hartman left there and would not pay any more rent, and gave me the house for it. He would not pay any more rent. They had built a place somewhere else and had moved to it. He is living there with his son to-day.

Q. When was that?

A. Somewheres near the stock yards.

Q. When was that that he moved away?

A. About five years ago.

Q. When Mrs. Beck lived there, to whom did she pay rent?

A. To Mr. Wilson.

Q. Do you know what year it was——

A. To his agent.

Q. Do you know what year it was that she lived there?

A. Well, she died at the time of the riot on the Haymarket. I did not know the lady at the time nor never knew her, but I know her son.

438 Q. Do you know what year that was?

A. I could not tell you now. I don't keep any record.

Q. Was it 1886, the Haymarket riots?

A. It is 1886 or something like that. I could not tell you as to that.

Q. So up to her death——

A. But that was the time that she died, and there has been no more rent—Mr. Wilson told me there would be no more rent paid since she died.

Q. On that property?

A. On that lot.

Q. That is to say, on the house which Mrs. Beck owned or occupied no rent has been paid since she died?

A. Not on the lot.

Q. On the whole lot that she occupied?

A. On the lot that she occupied.

Q. And now about the Hartman lot, has anything been paid on that since he left?

A. No, not only what rent he has had from other parties. I have been renting it since.

Q. What rent has he had from other parties on the Hartman lot?

A. Five dollars a month. It did pay nine one time, when it was occupied altogether, only the upper part.

Q. But on the Beck — he has got nothing?

A. No.

Q. Now, prior to that Haymarket riot, did anybody else lease any of that property to anybody except Mr. Wilson, or did he lease it all?

A. Not that I know of. I did not know anything about it at that time, but that is what I have heard. I know his son well, this Nick Beck. He keeps a saloon on State.

439 Q. Then what you have stated prior to the time you went there is merely what you have heard others say, is that all?

A. How?

Q. You don't know anything of your own knowledge before you went there then, do you?

A. No, not to do with collecting rent or anything that way, or what they paid or what the- have not, only what I have heard. I heard Hartman would not pay any more, and left him the house.

Q. How about seven years ago, you knew of your own knowledge what you have testified?

A. Yes.

Q. Part of that is only what you have heard others say, is that right?

A. That is all, and what I have heard since. I have heard Hartman—he was living there at the time when I went there.

Re-direct examination by Mr. GILLETTE:

Q. Did you know these parties that you have mentioned, Hartman, McCormick, Saul and Mrs. Somers?

A. Yes sir.

Q. Did you see them occupy and live there?

A. I did not see this old man named McCormick. I did not know him until since that time.

Q. But you knew the other parties, didn't you?

A. I knew the son, not Mrs. Beck. I did not know her. I knew Nick Beck.

440 Q. But Hartman?

A. Hartman I know.

Q. You knew him?

A. Yes.

Q. You knew that he lived there?

A. Yes.

Q. Did you know that Mrs. Somers lived there?

A. Yes sir.

Q. And McCormick?

A. McCormick lived in front, but I did not know him at that time.

Q. You saw those people live there?

Objected to by complainant's solicitor as leading. Objection sustained by the court.

Q. Did you see these people there that you have mentioned?

Mr. HUDSON: I object to the question as leading.

A. All but the old man, McCormick. I never knew him there, but I have heard of him and I have talked with him.

The COURT:

Q. That is not the question. Did you see him occupying the premises there?

A. No sir, it was before my time. It is 15 or 20 years since he lived there, 15 years, anyway.

Mr. GILLETTE:

Q. But you say that you did see the others occupying the property there?

A. Yes sir.

Re-cross examination by Mr. HUDSON:

Q. Prior to 1893 where did you live, Mr. Boyce, prior to the World's Fair?

A. Lived where I am now, I guess, or on the same street a few doors below.

441 Q. How long did you live there?

A. Lived there about four years.

Q. Prior to that where did you live?

A. About ten or eleven years since I came onto that street.

Q. Prior to that ten or eleven years where did you live?

A. I lived on 23rd street, on State St. and 23rd, and lived on Wentworth avenue.

Q. What part of Wentworth avenue?

A. Well do you know where that round house is built now south of 18th street?

Q. Approximately. Is that where you lived?

A. Yes, 17th, between 17th and 18th on Wentworth avenue. I lived there.

Q. How many times did you see Mrs. Beck while she was living on the property? Did you call on her?

A. I did not know the lady at all.

Q. Never saw her at all?

A. No.

Q. Never saw Mrs. Beck there, did you?

A. I know her son, not her.

Q. Never saw her at all?

A. Never.

Q. She died before you knew Nick?

A. Not that I know of, to be acquainted.

Q. How many times did you call on Mr Hartman when he lived there?

A. Never called on him at all.

Q. You saw him live there, did you?

A. Yes sir, he was my next door neighbor.

Q. How many times did you see him there?

442 A. I could not tell you how many times.

Q. Did you see him there frequently?

A. Yes, I guess I did.

Q. That was eleven years ago, you know.

A. I have seen him and knew Hartman for a long time before, and his son.

Q. How many years before that had you known him?

A. I could not tell you.

Mr. Hartman: I move the evidence of this witness be stricken out as hearsay as to part, and the other part——

The Court: That portion of it the court cannot consider. He admits that he had no personal knowledge of the payment of rent, and the evidence with reference to McCormick and the evidence with reference to Mrs. Beck——

Mr. Gillette: As to Mrs. Somers and Saul, he knew them personally.

The Court: Hartman and Saul he knew personally occupied the premises, and Somers he saw. Now, I am not certain about what he said about Saul.

Mr. Hudson: As to the other part of his evidence, I move it be stricken out, because that occurred since the suit was commenced as not bearing on the issues.

The Court: I shall let that stand for the present.

Re-re-direct examination by Mr. Gillette:

Q. Did you know Saul?

A. Yes sir.

443 *A.* Saw him?

A. Yes sir.

Q. Did you see him live there on the premises?

A. No, but he told me that he did.

Mr. Hudson: I move that answer be stricken out.

The Court: It may be stricken out.

The Witness: Saul was a painter on Wentworth avenue. It was years ago when Saul lived there, before Mrs. Somers went there.

Mr. Gillette:

Q. You never saw Saul live there?

A. No.

Re-re-cross examination by Mr. Hudson:

Q. How many times did you see Mrs. Somers there?

A. Oh, Mrs. Somers, I saw her a hundred times. She has lived there fifteen or twenty years.

Q. She has lived there?

A. She has lived there in that house. The house was moved on there after Saul left there.

Q. She has lived there how many years, you say?

A. She has lived in that house about twenty years.

Q. From this time back, the last twenty years back?

A. I cannot tell how many years before I went, but she lived there in that house about twenty years, after it was moved there.

Q. And that is the same house that Mr. Hartman was in?

444 A. It is the same house that is there now.

Q. That is the same house that Hartman lived in there?

A. No, next door to it, it is east of Hartman's.

Q. Then Hartman and Mrs. Somers did not live in the same house, did they?

A. Not at all, two lots on each street, on 21st street or 21st place, and two on 22nd.

Q. Isn't it a fact that Mrs. Somers moved into that house?

A. Two lots run clear through.

Q. Isn't it a fact that Mrs. Somers moved into that house in 1887?

A. No, sir.

Q. She was there before 1887?

A. Mrs. Somers lived in that house, was moved there with the house, got it moved there.

Q. Isn't it a fact that Hartman occupied the same house before Mrs. Somers moved ther-?

A. I could not tell you that—yes, before Mrs. Somers moved there?

Q. Hartman occupied the same house?

A. I guess he did.

Q. Then they did not live in different houses?

A. There is two different numbers that I am talking about. One is 31 and the other is 29.

Q. Where is it that Mrs. Somers lived, what was the number of her house?

A. 29, where I live.

Q. 29 what street?

A. 21st place they called it. Elgin street then, now 21st place.

Q. What house did Hartman live in?

A. 29—or at least 31.

Q. Didn't Hartman also live at 29 Elgin street?

445 A. Not that I know of.

Re-re-direct examination by Mr. GILLETTE:

Q. You were speaking about Mrs. Somers living twenty years in the cottage. Do you mean the cottage where it is situated now?

A. No, after it was moved therr, I told you.

Q. And she lived in the cottage before it was moved there?

A. She lived in the cottage, had it moved there after Saul left the lot.

The solicitor for the defendant Wilson offered in evidence a receipt for taxes of 1863 which were marked Wilson Exhibit 34, and is as follows:

446 STATE OF ILLINOIS, } *ss:*
Cook County, }

CHICAGO, *Aug.* 27, 1864.

Received of F. R. Wilson fourteen dollars and sixty six cents, in full of the State, county, town, school and road taxes, due for the year 1863, on the following described real estate, and on personal property, as valued below, to wit:

Description.	Sub-lot.	Lot.	Block.	Valuation.	Total tax.
School Sec. ad'n to Chicago (improv'ts)	......	31	116	....	1.67
Can. Trus. sub. S. E. ¼ sec. 21 T. 39 R. 14	......	E. ½ 11	43	....	3.00
Assessors' div'n N. W. ¼ sec. 22 T. 39 R. 14	.. ...	10	24	....	3.96
South Branch ad. to Chicago	13	11 to 15	11	.. ....	.60
W. ½ sec. 27 T. 39 R. 14	....	Ex. 20	N. W. ¼ 92	W. ½	1.24
" " "	.....	21	"	.....	
Waller's subd'n of 18 A. in W. ½ N. E. ¼ sec. 28, T. 39, R. 14	......	97	... ..	......	.82
Can. Trus. sub. sec. 33 T. 39, R. 14, sub'n blk. 2 west of R. R	......	25	E. ½ 2	....	.33
" " "	.....	68	11	....	.33
Cottage Grove	.....	41	....	....	.71
"	.....	42	....	....	.71
Dyer & Davison's sub'n S. E. ¼ N. W. ¼ sec. 34 T. 39 R. 14	42	5 & 6	1	......	.63
" " "	44	5 & 6	"	....	.63
					14.66

J. REHM, Col.,
By WARD.

447 HENRY H. GAGE, called as a witness on the part of the defendant, was examined in chief by Mr. Gillette, and testified as follows:

Q. Please state your name?
A. Henry H. Gage.
Q. You are the defendant named here?
A. Yes sir.
Q. How long have you lived in Chicago?
A. Between fifty and sixty years.
Q. Do you know Frederick R. Wilson?
A. Yes sir.
Q. How long have you known him?
A. Since a short time before the great Chicago fire.
Q. Did you know Fannie N. Dresser, the complainant?

A. Yes, a little. I knew one of the girls. I don't remember whether it was Fannie or the other one.

Q. Where was Fannie Dresser or Lillie Dresser living at the time you first met them?

Objected to by Mr. Hudson as immaterial.

Mr. Gillette: It is preliminary.

Objection overruled.

A. I think in Chicago.

Q. You were present in court last Friday when I offered in evidence the record of the agreement between yourself and Fannie Dresser and Lillie Bell Dresser, were you not?

A. Yes sir.

Q. Have you that original agreement?

A. I don't know as I have.

448 Q. When was it last in your possession?

A. I cannot state.

Q. You had it in your possession at one time, had you not?

A. I have seen it at times in the lawyer's possession.

Q. You know as a matter of fact that such an agreement was made?

A. Yes sir.

Q. And executed?

A. It was not acknowledged.

Q. But it was made and signed by the parties named?

A. I believe it was. I think I know more about it now since you showed it up than I remember about it.

Q. Do you remember where that agreement was signed?

A. No sir. *A.* I presume in Chicago.

Q. Do you claim to be the owner of the several tax deeds described in your answer filed in this case?

A. Yes sir.

Q. You also claim to have acquired the interests of the parties to whom the tax deeds were issued, as described and set forth in your answer?

A. Yes sir.

Q. Are you the Henry H. Gage mentioned in the deed vrom Lillie Bell Dresser, offered in evidence in this case?

A. Yes. I am the only Henry H. Gage in connection with this suit that I know of.

Q. When was that deed recorded, with reference to the time of Lillie Bell Dresser's death?

Objected to by Mr. Hudson, unless witness is shown the deed.

449 A. I don't know sir.

Mr. Gillette: You have it. May I have it?

Mr. Hudson: I haven't it.

Mr. Gillette: You have it among your papers. May I have it? You offered it in evidence.

Mr. McFadden produced the deed.

Q. This is the deed that I am talking about, Complainant's Exhibit 6, from Lillie Bell Dresser to yourself, of the premises in question. Do you remember whether the deed was recorded before or after the death of Lillie Bell Dresser?

Objected to by Mr. Hudson as immaterial. Objection overruled.

A. No sir. It is dated the 4th day of June, 1889, but I know that one of the Dresser girls is dead, and one is living, or I believe so. I don't know which one was dead, and I don't know when that one died. This is recorded on the 19th day of October, 1889. It is dated on the 4th day of June, 1889.

Q. Do you know, as a matter of fact whether Lillie Bell Dresser was dead at the time that you had that deed recorded?

A. I don't know when she died, if she is the one that is dead.

Q. You were present at the former hearing of the case, were you not, before Judge Jamieson?

A. I don't know.

Q. Were you present in court at any time during the last
450 trial of this case?

A. I may have been and I may not have been. I could not tell you now.

Q. Have you any recollection of being in court at any time during the former trial of this case?

A. I have not. I don't know but I testified in the case, but I have forgotten.

Q. Do you remember that a decree was entered in that case?

A. Yes.

Q. Do you remember the substance of that decree?

A. I could not give it to you——

Q. Just the substance of it.

A. Partially I presume I do.

Q. At the time of the entry of that decree, or prior, do you remember of having any settlement or having entered into any arrangement between yourself and the Dresser interests, in reference to this suit?

A. No sir, I do not.

Q. Do you remember of any arrangement having been made at all, either prior to or after the entry of the decree, wherein there was any settlement of your interests with that of the Dressers?

Objected to by Mr. Hudson as immaterial, incompetent and irrelevant, relating to somethin- which occurred after the suit was brought. Objection overruled.

451 A. There was at one time an agreement reached, and a
settlement of one of the interests there, and I took up all the tax titles I could find, and there was one of the settlements was recorded. Whether it was at that time, before or since, I don't now recollect. I don't remember the date of that decree.

Q. What were the terms and conditions of that settlement?

Objected to by Mr. Hudson, that it is recorded, and it will speak for itself.

The **Court**: Was it in writing?

A. Yes sir.

Mr. **Gillette**:

Q. Was that the one that was offered in evidence the other day?

A. I think that was the one.

Q. Is that the only arrangement that you ever had with the Dressers, either written or verbal?

A. There were negotiations with them, I think a year or two, between the Dressers and myself, or my attorneys, in this matter.

Q. During what year or two?

A. It was before the suit was brought to get possession of the property.

Q. And the agreement that you speak of, was that the culmination of those negotiations?

A. I presume so.

Q. Did you ever talk with Fannie Dresser personally?

A. Yes, I have talked with both of them, I think, personally.

452 Q. I will call your attention to a finding in the decree entered in this case on the former hearing, reciting that all of Wilson's interest passed to the assignee, and was sold to Taylor A. Snow, who was then the owner thereof, and that he had made amicable arrangements with complainants and defendant H. H. Gage, and that as between them there is no controversy, and they have agreed upon a partition of their rights and interests; also a finding in the decree with reference to your having arranged an amicable settlement of your interests and those of the complainant. Do you know anything about those arrangements?

Mr. Hudson objected to the statement of counsel in the question, as not being in the language of the decree, and, second, that the decree has been reversed by the supreme court.

Mr. **Gillette**: I simply do that for the purpose of calling his attention to it.

Mr. **Hudson**: He is not referring to the decree.

Mr. **Gillette**: Yes, I am reading from it.

Mr. **Hudson**: That is not the decree.

Mr. **Gillette**: I am reading from Gage's brief. It is quoted from the decree.

Mr. **Hudson**: I ask that he be referred to the original decree, or some authenticated copy of it.

The **Court**: The objection is overruled, unless you think there is a mistake. He is only referring to it to refresh his recollection, and to interrogate him in reference to a certain arrangement referred to there. 453

Mr. Hudson: I don't think the decree states any arrangement was made with the complainant.

The Court: He is reading what purports to be the language of the decree, a quotation from it.

Mr. Hudson: I don't think it is the correct language.

The Court: If there is any question about it, I will sustain your objection, of course.

(The question was repeated.)

A. I recollect that there was a commission formed or a number of men appointed to divide up the land at that time. That arrangement was never carried out. The division has not been completed, and I have never gotten possession of any portion of the land.

Mr. Gillette:

Q. That doesn't answer the question. Do you remember of having made, and did you make any arrangement between yourself and Snow and the complainant, whereby your several interests were amicably settled.

A. I think there is a small amount due according to a paper that was read here that tells the amount, to one of the complainants or one of the parties in interest, by me. I can make arrangements with Mr. Snow for us. Whether any of the lawyers made such arrangements as that I don't know. I can't tell you. Is that an answer to your question?

Mr. Tone: I would like to ask Mr. Gage if about the time
454 the decree was entered in the partition case you had an amicable arrangement and settlement between yourself, Taylor A. Snow, Fannie N. Dresser, and Lillie Bell Dresser, with reference to the subject matter of this suit and the property described in this bill of complaint?

A. Anything more than what the papers show in this case, no.

Q. The first agreement that you speak of was in 1888, wasn't it?

A. I could not tell you the year.

Q. The agreement offered in evidence? It was long after the decree was entered in the case?

A. I don't know when the decree was entered.

Q. Was there any agreement ever made between yourself, Taylor A. Snow, Fannie Dresser, and Lillie B. Dresser, or any of the parties here, in reference to a settlement of the property involved in this litigation, other than the written agreement that you speak of that was offered in evidence?

A. No sir.

Q. To your knowledge there never was any other agreement?

A. No sir.

Q. Did you ever see, or did any one ever exhibit to you any copy of a decree which recited that all the interests which Henry H. Gage, Taylor A. Snow, and Fannie N. Dresser and Lillie B. Dresser had in the property described in the bill of complaint had been settled and adjusted?

A. I don't think there was any such decree as that ever

455 entered.

Q. You never knew of such a decree?

A. No sir. I don't remember what was in that decree. I could not tell without reading it over again. I don't think I have seen it for years. But we had an adjustment of this whole matter at the time that the money was paid—a partial adjustment—if I remember right.

Q. Was that adjustment in accordance with the written agreement that was offered in evidence?

A. Yes, partially. I took up all the tax sales and all the claims against the lot.

Q. Was there any agreement independent of the written agreement that was offered in evidence, at any time ever made?

A. No sir, not that I know of.

Q. You said a moment ago partial. Were there arrangements not included in that written agreement?

A. The money has not been all paid, or something of that kind.

Mr. Hudson: This deed was afterwards.

Mr. Tone:

Q. Do you know Taylor A. Snow?

A. Yes sir.

Q. Is he related to you?

A. No sir.

Q. Is he your brother in law?

A. No sir.

Q. Is he connected by marriage in any way with your family?

A. No, not that I know of, or ever heard of.

Q. Did you and he ever office together?

A. Yes sir.

456 Q. Did you office together at the time he bought the interest of Wilson in the bankruptcy proceeding in this case?

A. I don't know whether we did at that time or not. I don't remember when that time was.

—. Did you furnish the money to Snow by which he bought the interest of Wilson in the bankruptcy court in the property described in the bill of complaint?

A. I don't know anything about that now.

Q. You don't know?

A. No.

Q. Could you find out by your notes, whether you furnished the money which purchased that?

A. I could.

Q. What is your best recollection at the present time, as to whether you furnished the money with which Taylor A. Snow purchased his interest?

A. I should say that I did not.

Q. Have you any interest in Taylor A. Snow's title at the present time that he purchased?

A. No.

Q. Have you made any settlement with any of the defendants in this case, or the complainant, by means of which your interest in the tax deeds which you held in the premises described in the bill of complaint have been extinguished?

A. Yes. Some, to a certain extent. I own a part of the fee of this lot in question, and I suppose the tax titles merge with that fee.

Q. When Mr. Snow bought his interest in the bankruptcy court did you have any talk with him about it?

A. Yes, I suppose, so, about that time.

457 Q. Did you suggest to him the idea of buying?

A. I could not tell you that.

Q. You don't know as to that?

A. No.

Q. Isn't it a fact that Taylor A. Snow got that property at your suggestion and for your benefit?

A. I could not tell you that. I would not know now.

Q. Isn't it a fact that he was to hold this title until you had got this litigation settled with Frederick R. Wilson and Julia Wilson and when you got through with that he was to convey to you his interest?

A. There may be some understanding between him and some of the lawyers that were then engaged in it. I may have had some talk with him in reference to buying it. I could not tell you now, and I could not tell you without seeing him.

Q. Did you authorize any of your lawyers to negotiate for you in any settlement of this controversy at the time of the former trial between Fannie N. Dresser and Lillie Bell Dresser, and Taylor A. Snow?

A. I don't know as I did at that time.

Q. Who represented you at the former trial of this case?

A. Mr. Wilbur, and Mr. Gage.

Q. Who employed Mr. Wilbur?

A. Mr. Wilbur was employed in the first place by one of the Dressers, either the father or one of the two girls; but later, before they got through with the case, he was employed by me, and I think he assisted me in taking the case up. At least I helped to
458 pay his fees. I remember that.

Q. Who represents Taylor A. Snow at the present time?

Mr. Hudson: I do.

A. I don't know who does.

Mr. McFadden: It is a matter of record, isn't it?

Mr. Tone: It is a matter of record who appears.

A. I don't know. I don't remember. My brother represented him at the time before, I think, but I won't be certain.

Q. Do you know whether Taylor A. Snow ever paid your brother anything?

A. I do not.

Q. Did you ever pay the present solicitor any compensation for representing Taylor A. Snow on this trial?

A. No.

Q. Have you got any arrangement or agreement as to compensation?

A. For Taylor A. Snow?

Q. For Taylor A. Snow's attorney?

A. No sir.

Q. Do you know who represents the complainant at the present time, what solicitor?

A. Mr. McFadden, I believe.

Q. Did you ever pay him?

A. I did not.

Q. Never di-?

A. No.

Q. Have you any arrangement or agreement to pay him?

A. I don't think I have ever said anything to Mr. McFadden about pay, or agreeing to pay it in any way, in connection with this suit at all.

Q. Did you ever pay him anything?

459 A. I did not, not for this suit.

Q. Was he your attorney in other cases?

A. No sir. I don't think he has ever been my attorney. He was in the next room to where I lived for some time, and he did some work there in typewriting and looking up cases for me.

Q. Did you ever authorize your attorney to hire him?

A. No.

Q. Or anybody else?

A. No.

Q. Did you ever pay any money to any person that was to be paid to McFadden?

A. No. I haven't paid any money to McFadden nor any money that is to go to McFadden, that I know of.

Q. Do you know of any agreement as to where Mr. McFadden gets his pay from?

A. I think Mr. McFadden can tell you that. I can't.

Mr. Hudson:

Q. Was this deed which has been offered in evidence a partial settlement of the former agreement which was read from the records the other day; the agreement I believe was dated January 31, 1888, and the deed is the 4th day of June, 1889? You speak of a partial settlement. Was the giving of this deed the partial settlement?

A. That is part of the settlement, yes.

Recess to 2 o'clock p. m.

460 The cross examination of the defendant Wilson was continued by Mr. Hudson, as follows:

Q. How much did you pay for the taxes upon which your tax deed was issued to this property in question?

Objected to by solicitor for Wilson, as the record is the best evidence. Objection overruled.

A. The taxation on property thirty-ei-*th* years ago was very small.
Q. This was a special tax, was it not?
A. It was.
Q. How much did you pay, is the question?
A. How much did I pay on the special?
Q. How much did you pay to get that tax deed?
A. $76.50.
Q. That is the only consideration for any title that you have to the land, is it, that you have?

Objected to by solicitor for defendant Wilson.

A. I have been paying all along. I have been paying taxes.
Q. How much did you pay for the taxes of the next years, this deed having been issued in 1864?
A. I think you have the tax deeds.
Q. As I read the tax receipts, you paid for the State and county taxes, in 1865, $5.53. Is that right?
A. It is in my tax receipt.

The Court:

Q. You paid the amount shown on the tax receipt, didn't you, in each case?
A. Yes, sir.
461 Q. And no more?
A. No more.

Mr. Hudson:

Q. The city taxes for 1865 you have no receipt for. How much did you pay?
A. We had *ti* in the last trial, that was heard.
Q. How much did you pay?
A. I can't say. I have diligently searched and cannot find it.
Q. Will you look at the tax receipt for city taxes next following, namely, for 1866, and state whether or not you paid more or less in 1865 than you did in 1866?
A. Mr. Gillette has all the receipts there. There were a few that we could not find.

The **Court**:

Q. What is your best recollection of the amount that you paid?

A. I could not say.

Mr. **Hudson**:

Q. Did the taxes increase or decrease from 1865 to 1866?

A. I think they increased.

Q. Then they were less in 1865 than they were in 1866? Is that right?

A. Yes sir.

Q. In 1866 the tax receipt shows paid for State taxes $28. Did you pay that?

A. If it is in the receipt I paid that, and no more. Sometimes there were costs added.

Q. How much were the State and county taxes for 1866? You have no receipt for them there?

A. I cannot tell. Mr. Gillette has all the receipts I could find.

Q. He has no receipt for State and county taxes for 1866. I ask you how much you paid, and to whom you paid it?

462 A. The whole sum, you mean?

Q. For the State and county taxes of 1866?

A. That may be one that we didn't find.

Q. I asked you how much you paid, and to whom you paid it? If you don't know, say you don't know.

A. I don't know. I say that that is one of the tax receipts that we could not find.

Q. For 1866 there is no receipt for State and county taxes. How much did you pay, and to whom did he pay it, if you know?

A. I always paid it to the proper officer.

Q. How much did you pay?

A. If there is one we haven't got——

Q. Do you know how much you paid?

A. I cannot tell unless I have the receipt in my hand.

Q. The receipt is not here. Do you know?

A. I do not know.

Q. Do you know when you paid it?

A. I paid it in——

Q. Do you know? Yes or no. Do you know when you paid it? I am entitled to an answer.

A. I cannot say precisely, because I haven't got the receipt in my hand.

Q. Then, adding up all of these taxes which have been put in evidence——

A. They were put in evidence on the first trial.

Q. (continuing:)—in evidence at this trial, and allowing for those years which you have not the receipts, the amounts of the
463 succeeding years, I find you have paid $516.39, up to 1872. What more did you pay during that time, did you or not pay anything for this property?

A. I did all the repairs while I was in possession, kept it in condition. Every few months there would be something done there, a carpenter at work putting the place in condition for my tenants.

Q. How much did you pay for the repairs? Repairs upon the houses, do you mean?

A. I haven't got the bills here.

Q. Did you build the houses?

A. I bought two of them.

Q. You didn't build any, did you?

A. I have been building fences, and such things as that.

Q. You didn't build any of the houses did you?

A. I owned two of them.

Q. You didn't build the houses?

A. No. When a tenant left the premises——

The COURT:

Q. Did you build the houses, or did you buy them?

A. I didn't build them.

Mr. HUDSON:

Q. How many houses did you buy?

A. I bought two.

Q. Did you make any repairs on them, before you bought them?

A. Yes, before and after.

Q. You made repairs on other people's houses, did you, while they belonged to other people?

A. No, I said I bought them, and I certainly did. They
464 were mine then, I presume.

Q. You made repairs on them before you bought them, did you?

A. No sir, not until after I bought them.

Q. When did you buy them?

A. I cannot tell you that.

Q. Were there bills of sale for them when you bought them?

A. I would have to refer to all the old bills in my possession for years.

Q. Were there bills of sale for them when you bought them?

A. Yes.

Q. One of them is in evidence, is it not?

A. Mr. Gillette will answer the question. He has all the papers.

Q. You bought one from Patrick McCormick, did you not?

A. Yes sir.

Q. And the bill of sale is in evidence, is it not? Mr. Gillette put it in?

Objected to, as the record will show.

A. I think it is.

Q. This bill of sale purports to have been acknowledged April, 1874. Was that the first house you bought, or the second?

A. It was the first on that property.

Q. Up to 1874, you had neither built nor bought any houses, had you?

A. Do you mean over the whole city?

The COURT: On this property.

A. That is the first I bought on this property.

Mr. HUDSON:

465 Q. So that up to that time, 1874, you had neither built nor bought any?

A. On that property?

Q. That property.

A. No.

Q. You had made no repairs on them up to that time, had you?

A. Yes. I did make repairs.

Q. Before you bought them?

A. No. Of course not. You don't believe I would repair another man's house. That is nonsense to talk that way.

Q. I think so.

A. Yes.

Q. Had you paid any special assessments on this property up to that time?

A. Yes sir, I had.

Q. Up to 1872?

A. Yes sir.

Q. What special assessments had been levied against the property up to that time?

A. Mr. Gillette has the various bills there.

Q. You tell me what special assessments had been levied, and what improvements put in?

Objected to by Mr. Gillette, as the record is the best evidence.

A. I cannot, unless I have the bills in my possession.

A. Had the street been paved in front of the property?

A. Yes. Once.

Q. There was an assessment for that, was there?

A. Yes, there was an assessment.

Q. Had water pipes been put in?

A. Yes sir, I think so.

Q. When were they put in?

466 A. I cannot say. I would know more if I had my bills.

Q. Were they put in before or after the Chicago fire?

A. I think before.

Q. Both for the pavement and for the water pipes?

A. I think so. I am not quite sure.

Q. Who paid the assessment for the pavement? Did you?

A. I cannot say.

Q. Who paid the assessment for the water pipes? Did you?

—. I cannot say.

Q. Wasn't the property sold for taxes, under one of these assessments for water pipes?

A. I don't remember that.

Mr. GILLETTE: I think the record is the best evidence of these facts.

Mr. HUDSON: He may know these things himself. He knows he paid taxes he says. Now I am asking whether there were some taxes that he didn't pay. I am asking before the fire. Some of these water taxes and paving assessments that he tells about were before the fire.

Q. Coming down to the time when you made this alleged deed to your sister, the deed not being here, and the record not being here, I will take the liberty of referring to a copy which I have had made to-day.

Mr. GILLETTE: I am perfectly willing you should do so.

Mr. HUDSON:

Q. This deed recites a consideration of two thousand dollars. Was that consideration paid to you actually in cash at the time you made the deed to your sister?

467 The COURT: What deed is this?

Mr. HUDSON: It was recorded in 1885, and dated in 1877.

Mr. GILLETTE: The deed from Frederick R. Wilson and Julia Wilson dated July 6, 1877, acknowledged the same day, recorded 1885, March 14.

Mr. HUDSON: I resent this posting of the witness while I am cross-examining.

Mr. GILLETTE: I want to get it in the record what you are reading from. I cannot post the witness as to matters of record.

Mr. HUDSON: If I do not get my case into the record it doesn't hurt you.

Mr. GILLETTE: But you must not charge that I want to post anybody.

Mr. HUDSON:

Q. Referring to this deed to your sister from you, the recited consideration was $2,000. I will ask you if that sum was actually paid by your sister to you in cash at that time?

A. Yes sir. A good deal more, too.

Q. How was it paid? In currency or by check?

A. I withdrew out of the money from time to time as I received it.

Q. You were owing her at that time?

A. I was owing her.

Q. How long had you been owing it to her?

A. She supplied me with what money I requested for a

468 number of years.

Q. You had been owing her this $2000., then for a number of years?

A. She let me have what money I wanted, whenever I asked it.

Q. That included this $2000?

A. Yes, sir. A good deal more than that I owed her at that time. I settled that much by giving the deed.

Q. So that, then, the $2000 was not actually paid to you? Is that right?

A. It was paid to me before I made her the deed. It was actually due her at that time, $2000.

Q. So that there was no currency and no check actually passed between your sister and you at the time this deed was made?

A. I gave her a deed.

Q. But she did not give you at that moment any money, did she?

A. I cannot say that even. I had a bank account, where my sister lived in Monmouth county, and I may have given her a check at various times. The money was not given to me in a bunch. It was money that was due her.

Mr. Hudson: I would like to read, if I may, this deed.

Mr. Gillette: I will consent that this copy may go in evidence as the original record.

Mr. Hudson:

Q. I will ask you if at this time you conveyed the following property to your sister, lot 1——

Mr. Gillette: I object to this. I do not think it necessary to encumber the record with these descriptions.

The Court: How many tracts are there?

469 Mr. Hudson: 110 different pieces of land.

The Witness: There might be 200. It is no matter what I gave my sister.

Q. You gave your sister at that time 110 different pieces of property, did you?

A. Very likely I did. She was my sister, a maiden lady, and had implicit confidence in me. No matter if it was a million.

Q. Did you at that time make other deeds to other property to her, at the same time?

Objected to by Mr. Gillette:

A. I don't remember anything of that kind. If there was, it is included there.

Q. At this time that this deed was made, how much did you owe your sister?

A. I presume at that time—I figured it up as accurately as I could, and the amount that I owed her was the consideration that I put in this deed.

Q. You owed her this consideration?

A. Yes, sir.

Q. How much more? Did you owe her any more?

A. I cannot remember now. Any time I wanted money she gave it to me.

Q. Was this land more than the consideration recited in the deed?

A. I could not say. The more you have now the poorer you are, if it is encumbered.

Mr. **Gillette**: I object to the question, for the reason that it is not a question of what the land is worth, but what his interest may have been worth. 470

Mr. **Hudson**:

Q. Your interest in these lands, these 110 lots, were all by way of tax titles, were they not?

A. No sir.

Q. Which ones were not?

A. I could not say, unless you let me look at them.

Q. You may.

A. Shall I put a cross to identify them?

Q. Just as you say. Anyway. I want an answer simply to the question. I will ask you this question: Were not most of them tax titles?

A. Yes sir.

Q. You were in the tax business at that time, were you, buying tax titles?

A. No sir. I was never a tax man.

Q. You never were in the business of buying tax titles?

A. No sir. I deny the soft impeachment. I loaned money to a man, and the only way I could get my money returned was by Mr. Charley Farwell getting from him the unredeemed certificates, and I had of course to keep these taxes paid. I loaned him about a thousand dollars, and he invested it in tax titles, and when I returned, after two years, all I could get from him were these certificates, which Mr. Charley Farwell was kind enough to get me, and he made me deeds for them, and *O* kept the taxes paid up.

Q. This particular property was not sold to him, was it?

A. Yes. He bought in my name. It was without my consent.

Q. With your money?

A. Yes sir.

Q. With your knowledge?

A. Without my consent.

471 Q. You furnished him the money, did you not?

A. When he bought the taxes, he bought a large amount in his own name, and he bought some in mine. I was not there at the time, and knew nothing about it, didn't know what it was.

Q. You loaned him the money, or gave him the money, and he bought the tax titles in your name?

A. I loaned the money at ten per cent., which was the legal interest at that time.

Q. And the deeds were taken out in your name, were they not?

Objected to by Mr. Gillette.

A. Some of them.

Mr. TONE: If it is for the purpose of affecting the character of the witness, I would direct counsel's attention to the fact that his own client is a tax-buyer and has been for years.

Mr. HUDSON:

Q. This deed purports to be a quit claim deed, does it not?

Mr. GILLETTE: It is a quit claim deed.

Mr. HUDSON: Is it in fact a quit claim deed?

A. Yes sir.

Q. Did you not, after the making and delivery of this deed, if it was delivered, did you not retain any interest in these lands whatever?

472 A. I could get them back at any time from my sister that I wanted to pay the money. I hadn't the money always convenient.

Q. What was the arrangement between your sister and you in that respect, about getting them back?

A. I found when I came out in 1877, that I couldn't pay the taxes.

Q. What was the arrangement? Tell us about the arrangement first, and then I will ask you about the failure to pay taxes afterwards?

A. What was the arrangement?

Q. Between you and your sister?

A. I don't know as we had any particular arrangement.

Q. Didn't you have any arrangement by which you could get them back again if you wanted to, under certain circumstanecs?

A. Oh yes.

Q. Tell the court what that arrangement was.

A. The arrangement was, my sister acquiesced in anything I wished. That is about it.

Q. Isn't it a fact that this conveyance was really a conveyance to your sister, in trust for you?

A. No sir. It was an absolute deed, with the understanding that I was to come out and pay the taxes and keep it together, keep it free from taxes, and then she was to hold onto the property if I could not pay the taxes.

Q. If you could pay her what you owed her, then you were to get the property back? Is that right?

473 A. I don't know as there was any arrangement of that kind. It made no difference.

Q. How else were you to get back property if not by paying her? You said just now you could get it back at any time.

A. I gave it to her. The deed was an absolute title to the property, if I could not pay the taxes and keep it free from taxation.

Q. If you could pay the taxes and keep it free from taxes, then what was to happen?

A. I presume she could have it if she chose. You don't understand the nature of my sister. She was an invalid for twenty years, and had to be lifted in and out of bed, and her food cut up for her.

Q. But you were not an invalid were you?

A. No sir, I was not. Nor am I an invalid to-day.

Q. Were you not after this deed, really the owner of the property, your sister merrly having an interest in it to secure what you owed her?

Objected to as calling for a legal conclusion. Objection overruled.

The COURT:

Q. Were you in fact the owner after you deeded them?

A. No sir, I didn't consider it so, because the understanding was that I was to keep them free from taxes, and I couldn't do it, and then I mentioned to her that the property was hers. I made
474 the arrangement when I came out to pay the taxes, and when I came here the amount was so great and the times were so hard that I couldn't pay the taxes.

Mr. HUDSON:

Q. You were handling large quantities of real estate about that time, were you not?

A. I had a good deal of my own. I had to pay also to keep the tax titles.

Q. You have been familiar with real estate transactions, and had been at that time for many years, had you not?

A. I had been in the foundry business, machine works, for a number of years. It was a side issue with me.

Q. It was a pretty important issue, was it not, the real estate dealing? You had large dealings in real estate, did you not?

A. I had large dealings with it.

Q. You know what a trust deed is, do you not?

A. Very well, It is an absolute deed.

475 Q. Wasn't this deed though in form a quit claim deed, in fact a trust deed?

(Objected to by complainant for Wilson as calling for a conclusion of law.)

The COURT: I think he knows whether it was intended to be a trust deed or not?

The WITNESS: No, sir.

(The question is repeated.)

A. No, sir; it was an absolute deed if I could not pay the taxes

Mr. **Hudson**:

Q. There was an "if" in it, was there—if you could not pay the taxes?

A. The understanding was that I was to pay the taxes.

Q. If you did pay the taxes, then what was it? Was it then a trust deed?

A. It was optional with my sister to give it back to me.

Q. Would she give it back to you without your paying what you owed her?

(Objected to by solicitor for Wilson on the ground that the witness cannot tell what his sister would have done. The objection was sustained.)

Mr. **Hudson**:

Q. Wasn't that the agreement?

A. No, sir.

Q. If you paid your sister what you owed her and kept the taxes paid you were to have the land back?

A. No, sir.

476 Q. Did you not so testify before the master at the time your deposition was taken before Master Noyes?

(Objected to by solicitor for Wilson.)

Q. I will ask you to look at page 27 of that deposition, if you wish to refresh your recollection.

A. I would like to have my recollection refreshed on that point.

Q. Look at the first sentence on the top of that page, and then answer my question whether it was not in fact a trust deed.

A. I see that is here on this record, but still it might be misunderstood by me when I said so.

Q. You did say so, however, did you not?

A. I say it might be misunderstood.

Q. Was it in fact, a trust deed?

(Objected to by solicitor for Wilson.)

A. No, sir; it was not. It was just as I tell you. It was an absolute deed.

Mr. **Gillette**: I object to counsel directing the attention of the witness to one question unless he calls his attention to the subsequent examination in explanation of what he meant.

Mr. **Hudson**: You may do that.

The **Witness**: I might call it a trust deed where it was actually——

Mr. **Tone**: We have agreed that this may go in evidence.

Mr. **Hudson**:

477 Q. I will ask you to look at page 38 of that same deposition, towards the middle of the page, and ask you if you did

not, at that place, also testify that it was in the nature of a trust deed.

Mr. Gillette: To save these various points, we will admit that whatever that record*d* shows in the transcript the witness testified to on the former trial, and not only that but we are anxious that that may go in evidence in this case.

Mr. Hudson: I want the court to hear this:

"Q. Then from 1877 to 1887 that property was owned by your sister, wasn't it?

"A. In the way I explained.

"Q. It was given in the nature of a trust deed but it was owned by her, wasn't it?

"—. Well, not exactly; no, sir; she received money accordingly as I collected it."

A. I can explain that to you and the court.

Mr. Gillette: Never mind now. We will explain it later on.

Mr. Hudson:

Q. Then during that time, from 1877 to 1887, the property did not belong to your sister but it belonged to you, didn't it?

(Objected to by solicitor for Wilson. Objection overruled.)
(No answer.)

Q. Was it owned by you or your sister during that time?

478 (Objected to by Mr. Gillette.)

The Court:

Q. How did you consider it? Where was the title at that time?
The Witness: The title——

Q. Didn't you consider that you owned it, is the question?

A. What interest I had in the property I deeded to my sister.

Mr. Gillette: Just answer the court's question.

Mr. Hudson:

Q. How long before you went into bankruptcy was that that you deeded these 110 pieces to your sister?

A. It was over a year.

Q. I will ask you also to refer to page 39 of that deposition, towards the middle of the page, where the question was asked: "You gave her that property in trust for you, did you? A. As I explained, it was in the nature of a trust." You did so testify, did you not?

A. I don't deny what I said.

Q. I will ask you to look at page 43 of that deposition, near the top, wher*r* the question was asked you: "You were not the owner of the land were you?" and your reply was "Yes."

A. I think I am entitled to a little explanation, if you will just let me make it.

Q. That may come afterwards.

A. At that time I was very much engaged in foundry business and machine works.

Q. Wait a minute.

479 A. Allow me to explain this. I didn't know the difference between a trust deed and a quit-claim. I knew more about the foundry business than I did about the technical name of a deed.

Mr. Gillette: You will have all the opportunity in the world to explain this later.

Mr. Hudson:

Q. Your reply was, as there shown, was it: "Yes, sir." And: "When she held the note and trust deed the deed was given to her in the nature of a trust." Did you so testify?

A. I mentioned before that what is in the record there I don't deny that it is what I said then, but it is misconstrued.

Q. I will ask you if you, or counsel for you, filed in this case, on or about March 5, 1888, a plea, of which the following is a copy——

Mr. Gillette: The files will show.

Mr. Hudson: The files are lost, except that deposition and a certified copy which I have.

Q. I hand you what purports to be a certified copy of your plea and ask you if such a plea was sent to you and executed and sworn to by you.

A. Will you allow my lawyers to look at it before you give it to me, please?

Mr. Hudson: Yes.

Mr. Gillette: I want to make an objection to picking out isolated portions of the testimony of the witness on a former 480 trial, in as much as it is not for the purpose and does not tend to impeach or dispute anything which he has testified to at the present trial, and if it is introduced on the theory that it is a declaration against his interests, all that he said should be offered.

Mr. Hudson: I am not introducing it yet.

Mr. Gillette: What is the purpose of it?

Mr. Hudson: The purpose is at present to give him an opportunity to refresh his recollection and state the truth.

The Witness: What is the question?

Q. I want to know if you ever executed, swore to and signed such a plea, of which that purports to be a certified copy.

A. I say positively I did not.

Q. Did not?

A. No, sir; that is not my writing.

Q. No, that is not your writing.

A. Isn't that the question you asked?

Q. I don't ask you if you signed this paper.

A. I understood you to say so.

Q. I ask you if you signed such a plea, of which this purports to be a copy, the original having, as we believe, been lost.

A. I don't remember anything about that. I have no recollection whatever.

Q. Were not Thornton & Chancellor your attorneys in this suit?

A. Yes sir.

A. In 1888?

A. I think they were.

481 Q. Were you not at that time living in New Jersey?

A. Yes, sir.

Q. Did you not go before John B. Ealy, a notary public, and subscribe to some paper for use in this suit?

A. I don't remember anything about it.

Q. You don't mean to state that you did not go?

A. I don't remember anything about it.

Q. Did not Thornton & Chancellor send you on a plea, or some pleading, to be signed by you in this case, at that time?

A. I don't remember.

Q. They may have done so, may they not?

(Objected to.)

A. It is not an impossibility.

(The paper referred to by Mr. Hudson was marked for identification "Gage Exhibit 1.")

Q. I hand you what purports to be another certified copy of a plea.

A. Let my lawyer see it.

Mr. TONK: Isn't that the same thing?

Mr. HUDSON: It seems that the plea has been lost twice. It seems that after the plea was lost, Mr. Thornton filed a second copy, and that is the copy with the affidavit attached. This is a certified copy of the original plea, without anything attached. I now show you this paper, which I have submitted to your attorney. Look at the date, and the names there written, and state if you did not

482 sign such a paper of which this purports to be a copy, in New Jersey, at the time it bears date.

A. I don't remember anything about it.

Q. In about the center of that plea it is stated that said deed was in the nature of a trust deed. I will ask you if you did not subscribe*d* a plea for use in this case containing that statement, before a notary, in New Jersey, about the time of the date of that document.

(Objected to by solicitor for defendant Wilson as the witness has already answered he does not remember.)

A. I don't remember anything about it.

Q. After having shown you all these statements, purporting to be statements by you that that deed was in the nature of a trust deed, I will ask you if it is not true that that deed from you to your sister, of this property in question, was in the nature of a trust deed.

(Objected to by solicitor for Wilson as calling for a conclusion of law.)

The Court:

Q. Do you know what a trust deed is? Do you understand?

A. Yes, I know now, but I wasn't very well posted up to about that date in the nature of a trust deed or a quit-claim.

Mr. Hudson:

Q. You knew in 1888 and 1889 what a trust deed was, didn't you?

A. I don't know that I did. I know it now.

483 Q. You were not in the foundry business in 1889, were you?

A. Yes, I think I was. I am not sure.

Q. Were you in the foundry business after you went into *ab*nkruptcy?

A. No, sir.

Q. You went into bankruptcy before 1889, did you not?

A. I went into bankruptcy I think about 1885.

Q. After that you were not in the foundry business but were in the real estate business after 1885?

A. I attended to my real estate.

Q. So at that time you knew what a mortgage, or a trust deed, or a deed in the nature of a trust deed, was, did you not?

A. After I went through *ab*nkruptcy I was fully aware. Not very well before. I don't think that if such a thing——

Q. Will you please explain, as you desired to a while ago, how it happened that you made all these statements that this deed was in the nature of a trust deed, if that was not a fact?

(Objected to.)

Mr. Hudson: If he does not — to answer, I don't care. I thought I would give him a chance to explain.

Mr. Gillette: Let me go ahead and explain.

The Witness: I think I answered your questions as they arose, and I answered them cheerfully.

Mr. Gillette:

Q. I would like an answer to that. Explain what you meant when you said it was in the nature of a trust deed?

484 Mr. HUDSON: That is not my question. My question is: How it happened that you made these statements that that was a trust deed if the statements were not true?

(No answer.)

Mr. HUDSON: Coming, now, to another matter——

Mr. GILLETTE: Wait. Give him an opportunity to explain that.

Mr. HUDSON: He shook his head, and I supposed he was through.

Mr. GILLETTE: No. Answer that question.

The WITNESS: What particular year was that?

(Question repeated.)

The WITNESS: What particular year was that?

(Question repeated.)

The WITNESS: Will you explain what particular year it was, whether after the fire or before—these papers that you said that I admitted certain facts, because after the fire I began to attend to my real estate.

Q. This deposition was commenced on the 6th day of February, 1889. That plea was sworn to on 16th day of April, 1888.

A. I learned more about the real estate when I had time to attend to it. That is all I can say—the nature of your quit-claims and warranties and trust deeds and mortgages, and so forth.

Q. Coming to another matter, with regard to this taking care of the taxes which you speak of, what was that arrangement
485 that you should take care of the taxes? With whom did you make that?

A. I made it with my sister.

Q. How long after that did you take care of the taxes?

A. I don't know whether it was in that particular year that I paid her taxes.

Q. Sir?

A. I think that particular year I didn't pay her taxes.

Q. The taxes were taken care of for several years after that, were they not?

A. Principally by myself; not altogether. Mr. Gage was the opponent in these things, and he was running me on the things, and has been for years and years.

Q. This particular property now in dispute, lot 11 of block 43, the taxes were paid by you for several years after this deed to your sister, were they not?

A. Yes, sir; I paid them for several years, whenever I could do it. Mr. Gage would come in and pay them ahead of me.

Q. We need not bother about Mr. Gage.

A. You want the truth, I suppose?

Q. Yes, but I want the truth about Mr. Wilson at present. Mr. Gage will come afterwards.

A. Yes, sir; and he had the interest of various clerks in the office. I could not pay. I have offered taxes and they would not take the money from me. There was some hieroglyphic put on the 486 page where the taxes were, and I couldn't understand it, but the clerks understood it, and I couldn't pay it. I tendered the money, and have witnesses to prove it. He was the great mogul on taxes—three or four brothers—and we couldn't do anything.

Mr. HUDSON: I object to all this as irresponsive.

The WITNESS: It ought to come out and it will come out, too. The clerks would not take the money from me.

Q. Wait until you are asked a question.

A. No, I will tell you. You ask me a question and I want to fully explain it to the court. I offered them money and they would not take it. They said Mr. Gage came in and paid it.

Mr. HUDSON: I object to this as hearsay.

The WITNESS: I then asked them to show me how did he pay and they said in a check. I asked them then to show me the check and they couldn't do it. They ordered me out of the office.

The COURT: That will be stricken out.

The WITNESS: That is the way he come to pay so many taxes.

The COURT: Just answer the questions.

Mr. HUDSON:

Q. Didn't you take care of the taxes in 1877 on this lot?

A. I took care of the taxes every time I possibly could.

Q. Did you take care of the taxes in 1878?

A. I presume I did.

A. Did you not take care of those taxes in 1879?

487 A. Now, you want to trip me again. There are my receipts there, and you can take a look at them, and what is there I will own to.

Q. I want to ask you whether you delivered this deed to your sister before or after you ceased to take care of the taxes. Didn't you keep this deed in your possession until after you found yourself unable to pay taxes on the property?

A. No, sir; my sister died, and when she died there were several deeds that were never recorded.

Q. Will you kindly look at page 61 of your deposition, heretofore referred to, where the question was asked: "Was this deed"——

Mr. GILLETTE: I object to this for the reasons that I stated before. If it is proper as a declaration against his interests, the whole matter may go in.

(The objection was overruled.)

Mr. HUDSON:

Q. The question was asked you: "Was that deed ever delivered to your sister?" and your answer was: "Yes, sir." "When?" "It was delivered to her when the final arrangement was made. It was made a short time after I found I could not keep the taxes paid." Was that the truth?

A. It was delivered to her after.

Q. After you found that you could not keep the taxes paid?

A. I think the deed was delivered to her when it was made.

Q. Then this statement was not true?

488 (Objected to.)

A. I don't say positively. I think that was the time. I am not sure.

Mr. GILLETTE: It is unfair to the witness, because, upon an inspection of this testimony, it shows that he testified to two arrangements: First, he gave her a deed, and second, following that up, he says: "I delivered the deed and it refers to the second arrangement." There was only one actual physical delivery, and it is unfair to the witness to pick out isolated portions of his testimony.

The COURT: You can explain it.

Mr. HUDSON:

Q. Further down on the page the question was asked you: "Was there any writing between you and your sister with reference to this agreement that you have testified to, as to your paying taxes, and so on on this land?" and your answer was: "There is nothing mentioned in the deed to that effect. It was given as a genuine deed and she made arrangement that I, provided I would give her a deed, that it would be more in the nature of a trust deed, upon the condition that I was to hold her harmless from taxes and expenses." What was the reason for the giving of the deed, or the arrangement made at the giving of the deed?

A. That might be the way that I expressed myself, but it might not be how you would construe it.

Q. In what year after that deed was given was this land
489 sold for taxes?

(Objected to as the record is the best evidence.)

The COURT: He may state if he remembers.

(No answer.)

(The second certified copy of the plea referred to by Mr. Hudson was marked for identification "Gage Exhibit 2.")

Q. Who filed for record this deed from you to your sister, and when?

(Objected to by solicitor for Wilson as the record is the best evidence.) (Objection overruled.)

A. My sister had a number of documents, and she was alone on the farm, with the exception of the cook and nurse, and she used to keep these in a satchel under her pillow, and when she died we found a good number of things that ought to have been put on the record in due time, and I wouldn't be surprised if this was one of them. I don't know what time it was put on. I put them on record immediately. That is after her death, her funeral, and so forth.

Mr. Hudson: I move that the answer be stricken out, except the part that he put it on record.

The Court: I think that is responsive.

Q. Who took it from the recorder's office after it was recorded?

A. When I recorded it I certainly did. My sister was dead, as a
matter of course, and I recorded what papers she had in her
490 satchel. She used to keep it under her head, and we took them
out and some of them were very old. She had to be lifted in
and out of bed. She couldn't go to record them.

Q. Then these papers which you received after having been found in her satchel, were all recorded after her death, by you, were they?

A. What was found in her satchel and was not recorded at the time they were given, I put on record.

Q. This deed was not recorded at the time it was given, was it?

A. I don't think it was.

Q. It purports to have been given in 1877, and you recorded it in 1885.

A. There was some of them very old.

Q. When did your sister die?

A. She died on the 15th of December, 1887.

Q. Then this deed was not one of those found in her satchel, was it?

A. I think it was.

Q. After her death?

A. Yes, sir.

Q. Recorded after you found it?

A. Yes, I recorded all that was not recorded.

Q. How much did you owe your sister, if anything, at the time of her death?

A. She was constantly lending me money. I didn't keep an accurate account of it.

Q. Did you secure in any way?

A. I gave her an agreement that if I was not able to keep the
taxes paid—real estate was very much depressed at that time, and
nearly every business man in this city was going into bank-
491 ruptcy. There was a very favorable law just passes. Mr.
Gardiner, my lawyer—Judge Gardner—advised me to go in.

Q. Was that agreement which you have mentioned, in writing, as securing your sister what she loaned you?

A. I don't think it was.

Q. It was a verbal agreement, was it?

A. What was the question you asked?

Q. The agreement by which you were to secure your sister was verbal, was it?

A. I think so.

Q. Please state the terms of that agreement. What was said by you and what was said by her.

A. I can't say. You understand the nature of my sister and the condition she was in.

Q. You agreed, did you not, to secure her the money that she loaned you, by this land and other lands, these 110 pieces?

A. I gave her my word that I would keep the taxes paid, and when I came up from the farm, after seeing my sister, I found everything was very much depressed. That particular lot I had to let slide. I could not pay it. And then I gave it to her as a quit-claim deed. That is, an absolute title. But, as a matter of course, I was her only relative and I knew what she possessed would come back to me.

Q. But before the time you had retained an interest in the land?

A. Sir?

Q. But before that time, if you had to let it slide and
492 failed to keep up the taxes, you had retained an interest in
the land and she had it only as security? Is that right?

A. No, that was an absolute deed.

Q. How, then, did you secure her in the money you borrowed? I ask you if you secured her in any way?

A. I gave her a deed.

Q. How many deeds did you give her? More than one?

A. How many deeds?

Q. Was this one of them?

A. My signature is there. Didn't I admit it?

Mr. GILLETTE:

Q. Isn't it a fact that at the time you testified on the former trial to matters which counsel has just indicated to you, you also testified as follows—to save time I will ask counsel if he is willing that this deposition taken at the former trial may go in evidence. I made him that proposition the other day and he accepted it.

Mr. HUDSON: I have no objection to your offering anything in evidence you want to at the proper time.

Mr. GILLETTE: It will save me asking the witness whether he testified to these matters.

Mr. HUDSON: I want to ask you one more question. Wait until I get through.

Q. One of these deeds that you gave to secure your sister was in litigation in the suit of Bannard against Wilson, was it not?

493 (Objected to by solicitor for Wilson as incompetent and calling for secondary evidence. Objection overruled.)

The COURT: I will treat it as a preliminary question.

Mr. HUDSON: That is one of the same deeds that was there in issue, is it not?

The COURT:

Q. Do you know what he means by one of these same deeds?

Mr. TONE:

Q. Do you mean one of the pieces of property conveyed in this deed?

Mr. HUDSON: I mean one of these deeds that he gave, as he just testified. Was there not more than one deed given to secure your sister these loans?

(Objected to by solicitor for Wilson as assuming a fact which is not in evidence; that there is no evidence that there is any deed given to secure the sister.)

Mr. HUDSON: I thought he testified to several. I am now asking about them.

The COURT:

Q. How many deeds were given to your sister?
A. I can't remember, your honor. My sister never refused me money whenever I wanted it.

Mr. MCFADDEN:

Q. You gave several deeds to your sister, did you not?
A. I may have given her more than one.

Mr. HUDSON:

Q. Did you not give one that was in litigation in the suit of Bannard against Wilson?

(Objected to by solicitor for Wilson.)

494 The COURT: I don't see how that is going to clear up the issues so far as that is concerned. If he gave more than one deed to the premises in question that may be shown.

Mr. HUDSON: My understanding is that there was one transaction in which several deeds were given to his sister to secure her.

The COURT: You can bring that out, whether there were any other deeds given to other property at the same time.

Mr. HUDSON:

Q. Was there not, at the same time that you gave this deed to your sister, or about this same time, given another deed conveying among other things lots 35, 50, 56, in block 12 in the Canal Trustees' subdivision?

(Objected to by solicitor for Wilson on the ground that the deed itself ought to be produced, so that the witness can state whether he gave the deed or not. The transaction took place over 20 years ago and the deed itself is the best evidence.)

A. I gave my sister several deeds.

Q. Did you have litigation about one of them with a man named Bannard?

(Objected to by solicitor for Wilson.)

A. I went into bankruptcy, and to secure these deeds they all had trust deeds, and Mr. Hubbard, or Hibbard, the commissioner in bankruptcy, said I was the only man that ever paid the
495 entire amount of the claim, and they all got rich out of these trust deeds. I didn't owe $50.

Q. What trust deeds do you refer to?

A. I refer to a number of trust deeds.

Q. To whom?

A. To different parties.

Q. To whom did you give any of them?

(Objected to by solicitor for Wilson as immaterial. Objection sustained.)

Q. Wasn't this deed which was given to your sister and was in litigation in the Bannard case, given upon the same trusts and with the same understanding as the present deed?

(Objected to by solicitor for Wilson on the ground that it does not appear that any such deed was given, and the question assumes that there was litigation, and also calls for a comparison.)

The Court: I think they are entitled to know by way of cross-examination whether or not he gave any other deeds, upon the same premises.

Mr. Tone: I object to their assuming that there has been litigation.

Mr. Hudson: I have asked him if there was not litigation?

Mr. Tone: I object to that on the ground that the record is the best evidence.

The Court: He may answer the question.

Mr. Hudson:

Q. Was there any litigation about one of these other deeds
496 that you gave to your sister, or two of them?

(Objected to by solicitor for Wilson as incompetent, and the objection was sustained.)

Mr. Hudson: I thought your honor said I might ask it.

The Court: You ask whether he had given other deeds upon the same premises.

Mr. Hudson:

Q. Did you give other deeds upon the same premises as this deed?

(Objected to by solicitor for Wilson as being incompetent.)

A. I don't remember.

Q. But you did give other deeds to her about this same time, did you not?

(Objected to by solicitor for Wilson, for the reason that the deeds themselves would be the best evidence. Objection overruled.)

A. Yes sir.
Q. Upon the same consideration, did you not?

(Objected to as before. Objection overruled.)

A. I don't know what time you allude to. What time do you allude to?
Q. I refer to the time just before you went into bankruptcy?
A. I don't remember anything of that nature. To the best of my knowledge I think you are mistaken. I was complimented in the bankruptcy court on what I did in justness to my creditors, by Mr. Hibbard.

497 Re-direct-examination.

By Mr. **Gillette**:

Q. Is it not a fact that at the former hearing of this case, before the master, you also testified in respect to this deed of conveyance to your sister, as follows: "I meant, when I said that the deed to Julia Wilson was in the nature of a trust deed, that it was given with a certain understanding that I should pay all the taxes and keep the property from being sold. That was the proviso my sister made, and if I didn't do so it would go to her, and I came to Chicago and found I could not raise the money to pay the taxes, and had to let it go to sale; and so I delivered it to her as a genuine deed. That was the final arrangement, and I gave her a regular deed. This was made in 1877, before I went into bankruptcy."

(Objected to by Mr. Hudson as leading. Objection overruled.)

Q. Did you so testify?
A. That was the understanding.
Q. Do you remember of having so testified?

(Objected to by Mr. Hudson as leading, and objection sustained.)

A. I testified to that, yes. That was the real understanding.

Mr. **Hudson**: I move that the answer be stricken out.

The **Court**:

Q. Did you say anything else in that connection? If so, what was it? 498
(No answer.)

Mr. **Gillette**:

Q. You may look at pages 61, 62 and 63 of the deposition concerning which counsel interrogated you, and tell us whether you so testified on the former trial.

A. Yes, I signed it. I read it carefully before I signed it.

Mr. **Gillette**: I want to offer in evidence that portion of pages 61, 62 and 63 of this deposition, and pages 60 and 59 concerning the giving of that deed.

Said deposition follows at pages 316 to 365 of this bill of exceptions.

499 Q. At the time that you made this final arrangement, was that before you went into bankruptcy?

A. Yes, sir.

Q. How soon after the giving of the deed was it, and before this final arrangement was made?

A. I returned to New Jersey a very short time after. I didn't remain very long here then.

Q. It was a short time after you gave the deed?

(Objected to by Mr. Hudson as not re-direct-examination.)

A. It was on the 6th day of July, 1877.

Q. You say it was 2 or 3 weeks after that when you went back to New Jersey, that you made this final arrangement with your sister.

A. Yes, sir. We talked it over before.

Q. When you came on to Chicago what occurred with reference to the payment of these taxes?

A. I found I could not raise the money—raise money enough to pay the taxes.

Q. Did you pay the taxes for that year?

A. I may have paid some. I can't really tell.

Q. Tell the court just what was said between you and your sister when you went back to New Jersey, after you say that you were unable to pay the taxes and make this final arrangement with her, and what agreement you came to in respect to this deed.

A. I don't think she made any objection to it.

Q. But you had a conversation with her, didn't you, about
500 it?

A. I told her so, yes, sir.

Q. What did you tell her?

A. I told her that I could not raise money to pay the taxes. At that particular time I had an agent that had run away with my money and another man's wife.

Q. What further did you say in regard to this deed?

A. He ran away with a good deal of money and he collected the taxes and retained them, retained my money.

Q. Go on and tell what further was said between you and your sister at this time that you went back to New Jersey.

A. I told her I was not able to pay the taxes. I told her about this collector of mine, who wrote me, saying he would have the money to pay my taxes, and when I got back I found that he had run away with another man's wife.

Q. What did you say further to your sister?

(Objected to.)

The COURT:

Q. Was there anything said about the deed?

Mr. GILLETTE:

Q. Yes about the deed.

A. I told her I was not able to pay the taxes; she could have the property; and made her a quit-claim deed.

Q. Did you ever have any arrangement with your sister after that that she would deed this property back to you?

A. Not to my knowledge. I don't remember that. I knew very well that I could get all that my sister was worth, and there was no occasion to have any written documents with my sister, being
501 the only near relative that she had, and these gentlemen do not understand the nature between my sister and me. She was an invalid for 20 years. There were no written documents or legal proceedings. If she had money she gave it to me. She had implicit confidence in me, just the same as if I had it myself.

The COURT: There is no question.

Mr. GILLETTE:

Q. At the time that you gave her that deed did you have any talk with her about your inability to pay her the money which she had loaned to you?

A. She expressed her regrets that I had met with the misfortune of letting that collector keep my money, and so forth.

Q. But in regard to this indebtedness which you owed to your sister, the money which she loaned you, I understood you to say that she had loaned you considerable money?

A. Yes, from time to time.

Q. And that you gave her this deed in payment of a portion of it?

(Objected to by Mr. Hudson, on the ground that the witness did not say so.)

Mr. HUDSON: He said he gave it in security.

The WITNESS: I gave her a quit-claim deed.

Mr. GILLETTE:

Q. What did you give her that deed for?

A. That she could hold the property. It was optional for her to hold the property and deed *ti* to me if she wanted to do so.

502 Q. Did you give the deed in payment of that amount of indebtedness?

(Objected to.)

The Court:

Q. How did you give her the deed?

A. It was in the nature of a payment for this money that I borrowed. Of course I knew that it would all come to me. She was an invalid.

Q. Instead of paying her the money you gave her the property?

A. I gave her the property. She could pass it on to some charitable institution if she chose, or do what she liked with it.

Q. After you gave her this deed did you have any talk with your tenants down there when you went to collect your rents, in regard to it?

A. Yes, sir; they all knew that I went through bankruptcy.

Q. That was afterwards. I am talking about before. After you gave this deed to your sister.

A. Yes, after I gave it my tenants were all aware of it, especially those who had a long lease.

(Answer objected to by Mr. Hudson.)

Q. Did you talk with them about it?

(Objected to.)

The Court: That is a part of your original case.

Mr. Gillette: I was going to ask permission to ask one or two questions that were neglected.

The Court: He may answer.

503 Mr. Gillette:

Q. Did you talk with your tenants about it down there?

A. Yes, sir. I can show somewhere their next lease shows I was her agent.

Q. Was that before you went into bankruptcy?

A. That was after.

Q. What?

A. Yes, between 1877 and 1878.

Q. Was there any taxes levied on this property, or special assessments, from 1864 to 1872, inclusive, and warrants paid by you?

(Objected to as leading.)

A. I couldn't say. You have the tax receipts in your possession.

Q. But there are some tax receipts which you have testified were lost?

A. There were 4 or 5 that were lost.

The Court: He covered that.

Mr. Gillette: Counsel tried to make it appear that there was some special assessment during that seven years.

Q. Were there any taxes or special assessments levied on that property during the seven years which you did not pay?

(Objected to as leading, and objection overruled.)

Q. From 1864, seven consecutive years after that, did you pay all the taxes and any special assessments assessed on that property?

(Mr. Hudson objected to the question.)

A. I did. I paid consecutively seven years.

504-507 Q. After you got your deed?

A. Yes, sir.

Q. Were there any taxes or special assessments levied upon that property during these seven years that you did not pay?

A. No, not to my knowledge. I had the receipts, and you could see them there; seven consecutive years.

Q. Have you made any further search for the deed to your sister since last Friday?

A. I have made diligent search through my papers.

Q. Have you looked through all your papers?

A. I have.

Q. You are unable to find it, are you?

A. I am unable to find it. I had them at a trial before this.

* * * * * * *

508 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In the Superior Court of Cook County. In Chancery.

DRESSER
vs.
DRESSER.

Testimony taken before John T. Noyes, master in chancery of the superior court of Cook county, on the 6th day of February, 1889, at the hour of 2 o'clock p. m.

Appearances.

George W. Wilber, Esq., on behalf of the complainant, Annie N. Dresser.

Messrs. Thornton & Chancellor, on behalf of the defendant Frederick R. Wilson.

Counsel for Annie N. Dresser objected to the taking of the testimony under this reference on the ground of the informality of the notice.

Counsel for Wilson offered in evidence deed dated the 24th day of May, 1864, between the City of Chicago and F. R. Wilson, the property conveyed being the east ½ of lot No. 11 in block No. 43 in Canal Trustees' subdivision of the S. E. ¼ section 21, township 39, north, range 14 east of the 3rd principal meridian; signed by F. C. Sherman, mayor, S. S. Hayes, city comptroller, and witnessed by H. W. Zimmerman, city clerk, acknowledged by F. C. Sherman,

S. S. Hayes and H. W. Zimmerman, before John C. Reilly,
509 notary public, on the 28th of March, 1864, to be returned and
marked “ Wilson's Exhibit A.”

To which offer, counsel for Annie N. Dresser objected.

Counsel also offered in evidence deed from Frederick R. Wilson to Julia Wilson of real estate in Cook county, Illinois, conveying among other property the east half of lot 11, in said block 43, signed by Frederick R. Wilson, dated the 6th of July, 1877, acknowledged by Frederick R. Wilson before J. Lewis Lee, notary public, to be returned herewith and marked “ Wilson's Exhibit B.”

To which offer counsel for Annie N. Dresser objected.

Counsel also offer in evidence certified copy of the last will and testament of Julia Wilson, deceased, certified by David S. Carter surrogate of the county of Monmouth, State of New Jersey,—to be returned herewith and marked “ Wilson's Exhibit C.”

To which offer counsel for Annie N. Dresser objected.

Frederick R. Wilson, having been duly called and sworn on his own behalf, testified as follows:

Direct examination.

By Mr. **Thornton**:

Q. What is your full name?

A. Frederick R. Wilson.

Q. You may state whether you are the F. R. Wilson men-
510 tioned in the deed offered in this case and marked “ Wilson
Exhibit “A”?

A. I am.

Q. You may state whether you are the Frederick R. Wilson mentioned in the last will and testiment of Julia Wilson deceased, offered in evidence and marked “ Wilson's Exhibit C.”

A. I am.

Q. And whether you are the Frederick R. Wilson mentioned as grantor in the deed in evidence and marked “Wilson's Exhibit B.”

A. I am.

511 Q. You may state whether you are acquainted with the premises known as lot No. 11, in block No. 43, Canal Trustees' subdivision of the southeast quarter of section 21, township 39, north, range 14 east of the third principal meridian in Cook county, Illinois?

A. I am acquainted with it for the last twenty-seven years.

Q. You may state when the deed first offered in evidence and marked Wilson's Exhibit A” was delivered to you by the grantor, that is, was it about the date of it?

A. It was the date of the acknowledgement of the 28th of May, 1864

Q. You may state whether you entered upon this property at any time after receiving that deed?

Counsel for Annie N. Dresser objected to the question as leading.

Q. You may state what you did, if anything, with reference to this property after receiving the deed?

A. I took possession of it by putting a tenant on it.

Q. Who did you put on?

A. First a man by the name of Patrick McCormick.

Q. How much of it did he occupy?

A. He occupied about one-fourth of it but had charge of the balance.

Q. How do you mean, had charge of the balance?

A. Well, he was to use some of it until I rented the other portions. It was a verbal contract, but he had a lease, and also a verbal contract to occupy and use the vacant portion.

512 Q. About what time was in when you put him in possession?

A. It was the 1st day of May, 1864.

Q. You may look at the least dated the 1st day of May, 1864, between Frederick R. Wilson and Patrick McCormick, conveying the southeast quarter of the east ½ of lot 11, block 43 Canal Trustees' subdivision of the southeast ¼ of section 21 township 39, north, range 14 east of the 3rd principal meridian, for a term commencing the 1st of May, 1864, and ending the 1st of May, 1869, at a rental of $125, to be paid semi-annually ($12.50/100) on the 1st day of May and the 1st day of November of each year until the whole be paid,—and state whether your signature is appended to that, and whether the signature of Patrick McCormick is the signature of the party whom you say you put into possession?

A. Yes, sir that is my signature to the deed and I saw Patrick McCormick sign it.

Q. You may state whether Mr. McCormick did, if anything, under this lease?

Counsel for Annie N. Dresser objected to the question on the ground that the lease will show.

Q. He took possession by putting a house on it. I am not sure whether he built the house or whether he moved it on.

Q. How long after you leased to him did he put or build the house on his part of the lot?

A. To the best of my recollection he went there a short time before, a few days before he got his lease he was working there, I know.

Q. He took immediate possession there?

A. He took immediate possession there.

Q. And you may state how long he remained in possession of the premises under this lease?

A. He remained until the expiration of this lease, the time that is mentioned, and afterwards got a renewal.

513 Counsel for Wilson offered in evidence the lease above referred to, extending from the 1st day of May, 1864, to the 1st day of May 1869,—to be returned herewith and marked "Wilson's Exhibit D."

To which offer, counsel for Annie N. Dresser objected.

Q. I will call your attention to a lease dated the 1st day of May, 1869, between Frederick R. Wilson and Patrick McCormick of the southeast ¼ of the east half of said lot 11, for a term commencing the 1st day of May, 1869 and expiring the *31st* day of April 1874, and will ask you whether that is the renewal lease to which you have referred?

A. That is the renewal of the lease.

Q. And the signatures which are appended to it are the signatures of yourself and also Patrick McCormick, the man who was in possession?

Counsel for Anni*w* N. Dresser objected to the question as leading.

A. Yes, sir.

Q. Whose signatures are appended to this lease dated the 1st day of May, 1869?

A. Frederick R. Wilson's signature.

Q. Yourself?

A. Myself and Patrick McCormick, the tenant.

Q. Is that the same McCormick that took possession in 1864?

A. Yes, sir, that is the same McCormick.

Q. You may state how long Mr. McCormick, the lessee, remained in possession of this property under the second lease?

A. It is mentioned there.

Q. I notice a note on the back of it,—perhaps that will refresh your recollection?

A. Yes, sir, he left there on the 20th of April, 1872 selling
514 me his house and other buildings on the place under a bill
of sale.

Counsel for Wilson offered in evidence lease above referred to, dated May 1st, 1869,—to be returned herewith and marked "Wilson's Exhibit E."

To which offer, counsel for Annie N. Dresser objected.

Q. At that time, if I understood you, in 1872, you purchased the cottage from this Patrick McCormick who had been in possession since 1864?

A. I did.

Q. You may look at the bill of sale which I now hand you, from Patrick McCormick to Frederick R. Wilson, dated the 17th of April, 1872, and state whether that was signed by this McCormick and delivered to you?

Counsel for Annie N. Dresser objected to the question.

A. Yes, sir.

Q. And when?
A. April 17th, 1872.

The previous question objected to by counsel, was here withdrawn.

Q. I will call your attention to the bill of sale from Patrick McCormick to Frederick R. Wilson, dated the 17th of April, 1872, and will ask you whether that was ever delivered to you?

Counsel for Annie N. Dresser objected to the question as leading.

A. Yes sir, that bill of sale was delivered to me.
Q. When was it delivered?
A. On that date, on the 17th of April, 1872.

Counsel for Wilson offered in evidence the bill of sale above referred to, to be returned herewith and marked "Wilson's Exhibit E."
To which introduction, counsel for Annie N. Dresser objected.

515 Q. Who is the Patrick McCormick mentioned in that bill of sale?
A. It is the same Patrick McCormick that leased the property,—that had leased the property until May, 1874.
Q. Of whom you have already spoken?
A. Yes, sir.
Q. What did you do upon the reception of that bill of sale?
A. I put ten-nts on it.
Q. In what house?
A. In the house as soon as they vacated.
Q. You may state whether that house is now upon the property.

Counsel for Annie N. Dresser objected to the question.

A. It is on the same property that he either built it on, or moved it on to.
Q. On the premises in question here?

Counsel for Anniw N. Dresser objected to the question.

A. On the premises in question here, the southeast quarter of the east half of lot 11, block 43.
Q. You may state whether or not that building has been on this land in question continuously since it was placed there in 1864?
A. Yes sir, it has been there ever since, and it is there at the present time.
Q. Has it been occupied during that time?
A. It has been occupied ever since.
Q. Who has collected the rents?
A. Well, I have collected rents, and some agents, when I would be absent,—Mr. Frank A. Henshaw at present has been collecting them.

Counsel for Annie N. Dresser objected to the question.

Q. How long has Mr. Henshaw been your agent collecting rents?

A. For the last three or four years.

Q. Prior to that time who collected the rents?

A. Mr. John R. Tyley.

516 Q. And prior to that?

A. A man by the name of Merritt.

Q. And prior to him?

A. Sutton.

Q. Who before that?

A. Well, I have collected before that, I think.

Q. Up to that time did you personally make collections?

A. Well, I think——

Q. About when?

A. Up to 1876, may be.

Q. Up to about 1876?

A. About 1876.

Q. You personally attended to it?

A. Yes, sir.

Q. Since that time it has been in the charge of agents?

A. Sometimes I have collected myself.

Q. Who appointed the agents?

A. I did.

Q. To whom did they account?

A. They accounted to me.

Q. Who received the rents eventually?

A. I received the rents.

Q. During part of this time, were you agent for anybody?

A. Well, I was my sister's attorney in fact and I accounted to her for what money she had.

Q. During the time she owned?

A. Yes, sir.

Counsel for Wilson offered in evidence bill of sale from McCormick to F. R. Wilson,—to be returned herewith and marked Wilson's Exhibit F."

To which introduction, counsel for Annie N. Dresser objected.

Counsel also offered in evidence bill of sale of one story and basement frame cottage located on the southeast ¼ of the east ½ of said lot 11 from Frederick R. Wilson to Julia Wilson, dated May 26th, 1876,—to be returned herewith and marked "Wilson's Exhibit G."

517 To which offer, counsel for Annie N. Dresser objected.

Q. During the year 1865 was there any other occupant than this McCormick of any part of the land in question?

A. Yes, sir, there was a party by the name of Christian Beck.

Q. State if you know under whom he entered?

A. He entered under a lease from me.

Q. What part did he occupy?
A. He occupied the southwest ¼ of the east ½ of lot 11, block 43, etc.
Q. Was the lease in writing?
A. Yes, sir.
Q. I will call your attention to the lease which I now hand you, dated March 1st, 1865, between Frederick R. Wilson and Christian Beck, and will ask you whether that is the lease referred to?

Counsel for Annie N. Dresser objected to the question.

A. Yes sir.
Q. Did he take actual possession under that lease?

Counsel for Annie N. Dresser objected to the question.

A. Yes sir.

Counsel for Wilson offered in evidence lease above referred to dated March 1st, 1865, between Frederick R. Wilson and Christine Beck,—to be returned herewith and marked "Wilson's Exhibit H." Objected to.

Q. You may state what this Christine Beck did, if anything, under this lease with reference to the land in question?
A. He put a house there which remains there up to the pre sent.
Q. When did he take possession?
A. He took it immediately on taking his lease.
Q. Who lived in the house?
A. Himself, wife and family occupied it as a home.
Q. For how long a period of time did they occupy it,—from what time to what time?
A. Well, some of the parties were there,—Mr. Beck, he occupied it, I suppose he lived there for about twenty years.
Q. From what time?
A. From the date of his lease.
518 Q. 1865?
A. 1865, yes, sir.
Q. Up to what time?
A. He lived there to the best of my recollection twenty years, nearly twenty years.
Q. Up to what date?
A. Well, that would be 1885.
Q. He lived there up to 1885?
A. Yes, sir, and then he died. I can not say exactly the dates, but give the best of my recollection.
Q. Was he in actual possession continuously during that time?
A. Yes sir, up to the present date, that is himself, and wife and his family.
Q. To whom did he pay rent?
A. He paid it both to myself and to my agents.
Q. Your agents?

A. Yes, sir, and some to the agents of my sister

Q. I will call your attention to the lease dated the 1st of May, 1870, from Frederick R. Wilson to Christain Beck of the southwest ¼ of the east ½ of said lot 11 for a term commencing May 1st, 1870 and expiring the last day of April, 1874, and will ask you whose signatures are appended thereto?

A. That is my signature and the signature of Christain Beck to that lease.

Q. Is that the same Christain Beck who entered into possession in 1865?

A. The same Christain Beck, yes sir.

Counsel for Wilson offered in evidence lease above referred to, being dated May 1st, 1870 from Frederick R. Wilson to Christain Beck of the southwest ¼ of the east ½ of said lot 11 of a term commencing May 1st, 1870 and expiring the last day of April, 1874,—to be returned herewith and marked "Wilson's Exhibit I."

519 To which offer, counsel for Annie N. Dresser objected

Q. I will call your attention to a lease dated the 1st of May, 1874, between Frederick R. Wilson and Christain Beck of the northwest ¼ of the east ½ of said lot 11, for a term commencing the 1st of May, 1874, and expiring the last of April, 1879, and I will ask you whose signatures are appended to that lease.

A. Both my signature and Beck's.

Q. The same Beck to whom we have been referring?

A. Yes sir.

Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked "Wilson's Exhibit J."

To which offer, counsel for Annie N. Dresser objected.

Q. I will call your attention to a lease dated May 1st, 1879, between Julia Wilson and Christain Beck for the southwest ¼ of the east ½ of said lot 11 for a term commencing the 1st of May, 1879 and expiring the last of April, 1884,—I will ask you whose signatures are appended to that lease?

A. Both Christain Beck's signature, the same man that we have spoken of, and my signature signed for my sister as her attorney in fact.

Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked Wilson's Exhibit K."

To which offer counsel for Annie N. Dresser objected.

I will call your attention to a lease dated the 1st of May, 1884
between Julia Wilson and Anna M. Beck of the southwest
520 ¼ of the east ½ of said lot 11, extending from the 1st of May,
1884 to the 1st of May 1889, and will ask you whose signatures are appended thereto.

A. That is my signature as the attorney in fact for my sister, Julia Wilson, and Anna Beck's signature, who was the wife of

Christain Beck, who is dead now. The last lease was taken by the wife,—she was a widow then.

Counsel for Wilson offered in evidence lease above referred to, to be returned herewith and marked " Wilson's Exhibit L."

To which offer, counsel for Annie N. Dresser objected.

Q. During the period covered by this last lease, that is from the 1st of May, 1884 to the 1st of May 1889, you may state who has been in possession of that part of the southwest ¼ of the east ½ of said lot 11?

A. Well, Christian Beck and his wife and family has been in continuous occupancy since for 25 years the 1st of May, 1889.

Q. It will be 25 years the 1st of May, 1889?

A. Yes, sir, the 1st of next May, 1889, and the house remains there still.

Q. My question is, who has been in possession under this last lease if you know, from the 1st of May, 1884, to the present time?

A. Mrs. Beck has recently died, that is, the wife of Christain Beck,—about a year or so ago.

Q. She was in possession up to that time?

A. Her son occupied it the last time I was there.

Q. She was in possession up to the time of her death?

A. Yes sir.

Q. Who collects from her son?

A. Mr. Henshaw.

Q. For you?

A. Yes, sir.

Q. To whom did you rent the fourth quarter of the east half of said lot 11?

A. To Patrick Fitzgibbons.

521 Q. When did you rent to him?

A. The 1st of June, 1864.

Q. For what length of time?

A. I think it was five years.

Q. Was the lease in writing?

A. Yes, sir.

Q. Look at the lease dated the first of June, and state whether that is the lease referred to?

A. That is the lease referred to.

Q. And whether the signatures appended are those of Patrick Fitzgibbons referred to, and yourself?

A. That is the signature of the lessor and lessee.

Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked " Wilson's Exhibit M."

To which offer counsel for Annie N. Dresser objected.

Q. You may state whether this Fitzgibbons mentioned in the lease actually occupied any portion of the premises under that lease?

Counsel for Annie N. Dresser objected to the question.

A. Yes sir.

Q. When did he go into occupancy, if you know?

A. He went in there June, 1864.

Q. How long did he remain in actual occupancy of the premises?

A. He remained there five years.

Q. To 1869?

A. Yes, sir.

Q. Who entered into possession then?

A. A party by the name of George Limbach.

Q. Did he go in under this lease dated May 1st, 1869?

A. Yes sir, he went in there in 1869.

Q. I will call your attention to lease dated May 1st, 1869, between Frederick R. Wilson and George Limbach of the north-
522 east ¼ of the east half of lot 11,—the term commencing the
1st of May, 1869, and expiring the 1st of May, 1874,—and I will ask you whose signatures are appended to the lease,——

A. That is my signature, and George Limbach's, the lessee.

Q. You may state whether he went into possession of this property immediately after the date of the lesse?

A. He did. He went in immediately after that date.

Q. How long did he remain there?

A. I am not sure but Limbach remained there for some time after his lease expired without taking a lease.

Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked "Wilson's Exhibit N."

To which offer, counsel for Annie N. Dresser objected.

Q. You may state if you know who went into possession of the northwest ¼ of the said east ½ of lot 11?

A. Henry Loun.

Q. Did you lease it to him?

A. Yes, sir.

Q. I will call your attention to the lease which I hold in my hand, dated the 1st of May, 1865, between F. R. Wilson and Henry Loun of the said southwest ¼ of the east ½ of said lot 11 for a term commencing the 1st of May 1865 and expiring the 1st of May, 1871, and I will ask you whose signatures are appended to that lease?

A. That is my signature, and also the signature of Henry Loun.

Q. The man that you say you rented it to?

A. Yes sir.

Counsel for Wilson offered in evidence lease above referred to, dated May 1st, 1865,—to be returned herewith and marked "Wilson's Exhibit O."

To which offer, counsel for Annie N. Dresser objected.

Q. You may state whether Loun put any improvements
523 upon this part of the lot?

Counsel for Annie N. Dresser objected to the question.

A. Yes, sir, he put a house there and some out buildings.

Q. For how long a time did he occupy the lot?

A. He occupied it during five years, and then he had a renewal of his lease.

Q. For what time?

A. From 1870 to 1874.

Q. Was he in actual occupancy during all that time?

Counsel for Annie N. Dresser objected to the question.

A. Yes, sir.

Q. I will call your attention to lease dated the 1st of May, 1870 between Frederick R. Wilson and Henry Loun of the northwest ¼ of the east ½ of said lot 11, for a term commencing the 1st of May, 1870, and expiring the 1st of May, 1874, and I will ask you if that is the lease which you designated subject to renewal?

A. Yes sir.

Q. That is the signature of the man who was in possession, is it?

A. Yes, sir.

Q. Whom you have just mentioned?

A. Yes sir.

Q. Appended to the lease?

A. Yes, sir.

Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked "Wilson's Exhibit P."

To which offer counsel for Annie N. Dresser objected.

Q. After the expiration of this last lease, you may state who remained in possession of the premises?

A. Loun, remained.

Q. This same Loun?

A. Yes sir.

Q. Up to what time?

A. Well, about the time that I made this lease.

524 Q. To whom?

A. Barbara Suefert. Loun sold his house to her.

Q. And from 1874 to 1877 who received the rents?

A. Well, I received them through my agents.

Q. From this Loun?

A. Yes, sir, up to 1877, up to the time that Loun left.

Q. I will call your attention to lease dated August 1877, between Frederick R. Wilson and Barbara Suefert of the northwest ¼ of the east ½ of said lot 11 for a term of five years, beginning the 1st of August, 1877 and expiring the 31st of July, 1882, and will ask you whose signatures are appended to the lease?

A. That is my signature as lessor, and Barbara Suefert as lessee.

Q. The same person as you have described as occupying the premises?

A. Yes sir.

Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked " Wilson's Exhibit Q."

To which offer counsel for Annie N. Dresser objected.

Q. Who was in possession up to the end of the term of that lease, up to the 1st of August, 1882.

A. Hartman has been there some time.

Q. Who was in possession under this lease from you to Suefert from the 1st of August 1877 to the 1st of August, 1882,—who was in actual possession of the premises?

A. Well, I think Mrs. Suefert before the expiration of her lease went out and left Hartman in. I think she didn't remain the entire period.

Q. Was she in during the first part of the term?

525 A. She was, and then she sold to Hartman.

Q. What Hartman?

A. Herman Hartman. He has been there nearly ten years and he bought the house.

Q. When Herman Hartman went in whom paid the rent to you?

A. Hartman has been paying rents to me or my agents since he went there. He must have been there ten years.

Q. Has Hartman been in there continuously since then?

A. Since the lease was made.

Q. Has Hartman been in possession since the time that Suefert left?

A. Yes, sir, since Suefert left.

Q. That was some time before 1882?

A. Yes sir.

Q. Paying rent to you all that time?

A. Yes sir, paying rent to me or agent.

Q. Or to your agent for you?

A. Yes, sir.

Q. We want the leases that run from 1874,—I will call your attention — dated the 27th of July, 1887, between Julia Wilson and Herman Hartman, The premises mentioned are the vacant lot known as No. 31 Elgin street being 25 x 74 feet more or less, and being a part of the *nother* half of lot 11, block 43, Canal Trustees' subdivision—is that the same lot which has been designated in other leases as the northwest ¼ of the east half of lot 11?

A. Yes sir.

Q. I will call your attention to the lease and ask whose signature is appended there,—whether that is Mr. Hartman's signature?

A. I didn't see him write it. That was done by Mr. Hanshaw.

Adjourned *on* Friday afternoon, February 8th, 1889, at 2 o'clock p. m.

526 FRIDAY AFTERNOON, *February* 8, 1889—2 o'clock p. m.

Adjourned to Saturday afternoon, *October* 9, 1899, at 2 o'clock, p. m.

SATURDAY AFTERNOON, *February* 9, 1889—2 o'clock p. m.

Parties met pursuant to adjournment.
Present as before.

Mr. WILSON on the stand.

Direct examination resumed.

By Mr. THORNTON:

Q. I will call your attention to the northeast ¼ of the east ½ of said lot 11, and ask you who was in possession if you know after the first day of May, 1874?

A. Well, William Ludolph.

Q. Up to what time did he remain in possession of that northeast ¼ of the east ½ of said lot 11?

A. He remained to the best of my knowledge until May 1879.

Q. Did he pay rent during that time?

A. He did sir.

Q. To whom?

A. Well, sometimes he paid it to me and sometimes to my agent.

Q. To you or your agent?

A. Yes, sir, either to me or my agent.

Q. Upon the termination of his tenancy, who went into possession?

A. A man by the name of Saul, a painter.

Q. What is his full name? Do you know?

527 A. I do not know now sir. He is on Wentworth avenue very near the premises now.

Q. How long did Saul remain in actual possession of this portion of said lot 11.

A. I leased to him for five years.

Q. Expiring when?

A. It expired in May 1884, but he may have left there a little before or a little after.

Q. He was in possession during that time was he?

A. Yes sir.

Q. And paying the rent to whom?

A. Of course we always expected the rent.

Q. Who was he paying rent to during that time?

A. Oh! he was paying rent to me.

Q. Who went in to possession in 1884 when his lease expired?

A. Herman Hartman, he fenced it in with the understanding that when I got a party to live there and put a house on it or build a house there, that he would give up the lot, without any payment or rent or any opposition, and he remained there until Mrs. Summers came.

Q. When was that?

A. The present tenant.

Q. When did she go in?

A. This is from the 1st of August 1887 to the 30th of July 1892. The term runs from the 1st of August 1887 to the 30th of July 1892,——

—. Was that about the time she went in?

A. Well, I was not here, Mr. Hanshaw will tell you that.

Q. Didn't you keep track of it?

A. Oh yes he sends me monthly statements of account. I can not say that she went in on that date.

Q. Who is the present occupant of the northeast ¼ of the east ½ of said lot 11.

A. His name is Herman Hartman.

Q. The present occupant?

A. Yes sir.

Q. How about Mrs. Summers?

A. Hartman lives in the next lot. I leased him this *this*. There was a few years vacancy between Saul and Mrs. Summers and in the meantime I leased it to Hartman with the understanding
528 that he was to surrender when there was any one wanted to build there or put a house there.

Q. Now, Mrs. Summers leased after him?

A. Yes sir.

Q. Now my question is who is the present occupant of the premises?

A. Mrs. Summers.

Q. You said Hartman?

A. I thought you alluded to the other quarter.

Q. I am speaking now of the northeast quarter of the east half of said lot 11; Mrs. Summers is in actual possession now, is she.

A. She is in the northwest quarter.

Q. I am talking about the northeast quarter.

A. Well the northeast quarter is occupied by Hartman.

Q. Are you sure about it,—look it up and see?

A. The northeast I know is occupied by Mrs. Summers. That is I think what I said.

The testimony was here read over to witness.

The WITNESS (continuing): Mrs. Summers occupies the northeast ¼.

Q. And she had been paying rent to you for it since about — time,—since Hartman left?

A. He has been paying Mr. Henshaw.

Q. He is simply your agent?

A. Yes sir, as my agent.

Q. Hanshaw is your agent?

A. Yes sir.

Q. I will call your attention to this lease dated the 14th of July 1887, between Julia Wilson and Catherine Summers and describing the property as a vacant lot known as No. 29 Elgin street, and I will ask you whether that is the property which we have designated as the northeast quarter of the east half of said lot 11.

A. It is sir—No. 29.

Q. The term of the lease extending from the 1st of August 1887 to the 13th of July 1892, and I will ask you whether that is the lease between yourself and the present occupant whose name you have just mentioned.

A. It is.

529 Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked "Wilson's Exhibit R."

To which offer the counsel of Fannie N. Dresser objected.

Q. What relationship is there between Julia Wilson and yourself?

A. She is my sister,—a spinster.

Q. What business relation did you have with her with reference to this property during the period of time that the title stood in her name?

Counsel for Fannie N. Dresser objected to the question on the ground that no foundation has been laid for it.

A. Well, I made her a deed of it, but it was in the nature of a trust deed.

Q. Were you her agent—that is all I want to know.

A. Yes sir, I was her agent and her attorney in fact.

Q. For the collection of the rent and management of the property?

A. Yes sir, and the management of the property.

Q. I will call your attention to a lease dated the 27th day of July 1887, between Julia Wilson and Herman Hartman of the premises designated as the vacant lot known as No. 31 Elgin street, and will ask you whether that is the same as the northwest ¼ of the east ½ of lot 11.

A. Yes sir. Hartman lives on the northwest ¼ it is the same as the northwest ¼.

Q. The term of this lease commences on the 1st of August, 1887, and runs to the 31st day of July, 1892,—I will ask you whether that is the lease under which Herman Hartman is now holding, and has been holding for some time, the northwest ¼ of the east ½ of said lot 11?

A. It is.

530 Counsel for Wilson offered in evidence lease above referred to,—to be returned herewith and marked "Wilson's Exhibit S."

To which offer, counsel for Fannie N. Dresser objected.

Q. I will call your attention to the power of attorney from Julia Wilson to Frederick R. Wilson, dated March 1st, 1877, and will ask you whether the Julia Wilson who signed the same is the Julia Wilson who owned this property at one time?

A. Yes sir, she was.

Q. And the Frederick R. Wilson mentioned therein is yourself?

A. Yes sir.

Counsel for Wilson offered in evidence the power of attorney above referred to,—to be returned herewith and marked "Wilson's Exhibit T."

To which offer counsel for Fannie N. Dresser objected.

Q. Where is the lease of the northeast ¼ for the beginning 1874 and ending 1879, and also the lease of the same premises from 1879 to 1884?

A. After George Limbach came William Ludolph came.

Q. Where is the lease to Ludolph?

A. That is what I say, I can't find that.

Q. Have you made search for it?

A. I have searched for it, and he may have the old lease himself.

Q. Have you been able to find your copy among your papers?

A. No sir, I couldn't find it.

Q. Have you searched diligently to find it?

A. I have.

Q. In the place where it would be likely to be?

Counsel for Fannie N. Dresser objected to all these questions as leading.

531 A. Yes sir, but I see a mark on the lease where it was transferred that George Limbach made a transfer of the lease to William Ludolph.

Counsel for Fannie N. Dresser objected to that statement.

Q. That lease that you were unable to find was for what term?

A. It was for five years, sir.

Q. From what time to what time?

A. It was from 1874 to 1879, and then Saul came.

Q. And where is that lease to Saul?

A. I guess Saul took his own lease away, the old lease. I have made search for it and can't find it.

Q. What was the term of that lease, from what time to what time?

A. It was up to May, 1884. The property has been continuously occupied,—it was never vacant.

Q. What do you refer to now by property?

A. I mean the entire property.

Q. The entire east ½ of said lot 11?

A. The entire east ½ of lot 11.

Q. Has been occupied since what time?

A. Since 1864.

Q. Continuously?

A. Continuously.

Q. By whom?

A. By the various parties I have mentioned.

Q. All of whom were tenants?

Counsel for Fannie N. Dresser objected to all of these questions.

A. Yes sir.

Q. Was there any person in possession of that property or any portion of it at any time, other than the parties you have named?

A. No sir.

Q. Since 1864?

A. Since 1864.

Q. You may state what was the character of the possession of all of these parties,—I want to know whether they were in open
532 possession?

A. Oh, they were in open possession, and they held their own houses there. I only had some tenants in a house that paid by the month, and it was always occupied, having two flats, if the parties in the upper flat left, the party in the lower flat was there.

Q. Has your possession during the time you were the owner of the property, or the possession of your sister during the time she had the title, been interfered with?

A. Not in the least.

Counsel for Fannie N. Dresser objected to the question as leading.

Q. Has any person ever disputed the ownership of yourself or your sister during those respective periods of time, since you went into possession under your deed in 1864?

Counsel for Fannie N. Dresser objected to the question.

A. No sir.

Q. Until this bill was filed?

A. Never objected to it until this bill was filed.

Q. I will ask you more particularly whether during all this period of time from 1864 to the time the bill in this *bill* was filed, the complainant, or any member of her family, or her immediate grantor, or any person acting on her behalf ever questioned your right of possession or your title in the property, or that of your sister?

Counsel for Fannie N. Dresser objected to the question.

A. They never questioned my title nor my sister's title. My sister was an invalid for twenty years and couldn't leave the house.

Q. You may state who paid the taxes for the east half of lot 11 after you obtained your deed, for the seven years next ensuing?

A. I did.

533 Q. You paid them yourself?

A. I paid the city taxes for 1865, 1866, 1867, 1868, 1869, 1870, 1871, and 1872, consecutively after I got my deed. And for the State and county taxes I paid the taxes for 1864, 1865, 1866, 1867, 1868, 1869, 1870 and 1871.

Q. Have you the tax receipts?

A. Yes sir.

Q. For all those years?

A. Yes sir, they are here.

Counsel for Wilson introduced in evidence tax receipts for the east half of lot 11 for the years mentioned by witness, the seven consecutive years following the date of his purchase,—to be returned herewith and marked, respectively Wilson's "Exhibit U 1, U 2, U 3, U 4, U 5, U 6, U 7, U 8, U 9, U 10, U 11, U 12, U 13, U 14, U 15, *I* 16 and U 17."

To which offer counsel for Fannie N. Dresser objected.

Q. You paid the water tax, Mr. Wilson, on this property?

A. I did, I think, sir.

Q. Since what time?

A. Well, I only had to pay the water tax on the southeast quarter,—the house that I purchased from McCormick—I paid that since McCormick left in 1872.

Q. Your tenants paid the water tax before that time, did they?

A. The party that rented the ground paid on their own—McCormick paid his own water tax as long as he had it.

Q. You paid continuously ever- year since 1872?

A. Yes sir.

Cross examination.

By Mr. Wilbur:

Q. Mr. Wilson, are you the Frederick R. Wilson, who is the executor of the last will of Julia Wilson, now deceased?

A. Yes sir.

534 Q. And who is one of the defendants in this suit?

A. Yes sir.

Q. I will ask you whether or not you ever signed a plea in this case?

A. I signed a plea?

Q. Yes—in this present suit.

A. I don't understand what the signing of a plea is.

Q. This, Mr. Wilson, just read that; that is the plea, that is your defense. (Hands witness paper.) I want to ask you whether you signed a certain plea on or about the 16th day of April, 1888, which was similar to the plea filed in this case, the 3rd of December, 1888?

A. Well, I couldn't say unless I saw the document itself.

Q. Did you sign a plea or your defense, as set up in a certain writing on or about the 16th day of April, 1888, in the State of New Jersey, and county of Monmouth?

A. I couldn't say unless I saw the document itself.

Q. Did you sign a document on or about the 16th day of April, 1888 purporting to be your defense in this suit?

A. Did I sign it?

Q. Yes, that is just the question.

A. I couldn't say unless I saw the document itself.

Q. Did you sign a document of any character, on the day I have named, before James Patterson, in the county of Monmouth and State of New Jersey, the clerk of the court of common pleas?

A. If my lawyers requested me to sign a document of that kind it is very likely I did.

Q. Answer the question Mr. Wilson.

A. What is the question?

Q. (Question read.)

A. Well, I suppose I might have done so, if my lawyer requested me to do so; I would certainly do as he told me.

535 Q. There is the affidavit by your lawyer; see if that will strengthen your memory?

Objected to.

A. If he made that affidavit I have no doubt it is correct.

Q. Then if your lawyers prepared the document, which is known as a plea in this case, by Frederick R. Wilson, filed on the 3rd of December, 1888, you swore to a similar document on the 16th day of April, 1888?

A. I wouldn't say that I swore to anything unless I saw my name to the document. How could I swear that I swore to it unles- I saw my signature.

Q. Did you ever sign any document purporting to be your defense in this suit?

A. How could I tell you unless I saw the document.

Q. Then you don't know whether you put in any defense in this suit or not?

A. I guess I put in my defense, of course.

Q. Didn't Mr. Thornton send a plea to you for your signature in the Dresser case?

A. If I saw my signature to a document I could speak correctly of it.

Q. Answer the question.

A. I may have done so; if Mr. Thornton sent me that document with a request to sign it, I certainly signed it; I have an indistinct recollection about writing about this suit and other matters, I had some correspondence with my lawyers.

Q. Didn't you get a letter from Mr. Brown with reference to this suit—one of your lawyers?

A. I think Mr. Brown wrote me that he saw my name on the bulletin, and he had been attending to some business; he was kind enough to let me know—said that he saw Mr. Thornton—he was merely kind enough, that there was such a suit commenced.

Q. Didn't you write Mr. Thornton about that time?

A. I have written to Mr. Thornton.

536 Q. Didn't you write to him that you got a letter from Mr. Brown?

A. Very likely I did.

Q. Previous to that time hadn't you sent to Mr. Thornton a plea in this case or your defense?

A. I might have done so.

Q. What is your best recollection?

A. Well, to the best of my recollection there was something of that nature; I cann't say positively.

Q. Where did you reside, Mr. Wilson, in 1863?

A. I resided in Chicago.

Q. Where did you reside in 1864?

A. I have been here from 1856 up to 1879, when I went to New Jersey; I was here occasionally, probably on an average three times a year.

Q. What place did you claim as your residence up to that time?

A. I claimed my residence in New Jersey.

Q. Up to 1879?

A. No, from 1879.

Q. Where was your residence before that?

A. Before that I claimed my residence in Chicago.

Q. What was your business from 1856 to 1879, while you were here in Chicago?

A. From 1856 to 1879, I was a long time in the foundry business and machine works on the north pier, near the light house, and on Clark street, and I had a shop for making car wheels on Fourth avenue.

Q. When did you cease that kind of business?

A. In 1870, I was then dealing in real estate, and I bought property for taxes.

Q. When did you commence dealing in taxes?

A. I suppose I commenced that very early, about 1856.

Q. And you have been at it more or less ever since, haven't you?

A. No sir, I gave up the tax buying a good many years ago.

Q. How many years ago?

A. I suppose probably 20 years.

537 Q. You bought a good deal before that, didn't you?

A. Yes, sir, a good deal.

Q. How many pieces did you have—do you think you bought before that?

A. Well a good many.

Q. Five thousand?

A. Five thousand dollars' worth.

Q. Five thousand pieces?

A. I couldn't say.

Q. More than five thousand?

A. I couldn't say.

Q. You have been looking pretty sharply after that ever since, haven't you?

A. I attend to my interests generally.

Q. Now how did you get this property in question?

A. Well, I bought it for taxes.

Q. Did you buy it personally?

A. Well, I couldn't answer that question; sometimes I bought personally, sometimes through an agent.

Q. This property I am asking you about?

A. I may have bought it through an agent.

Q. Do you know positively whether you bought this piece?

A. I am not positive whether I bought it in my own name or whether I bought it through an agent.

Q. Who got the deed in this case?

A. I got the deed.

Q. How did you get it?

A. By exhibiting the notices that the law required, at the time.

Q. What notices?

—. The various notices that the law required; service on the party in whose name it was taxed, tenants, if any, and so forth, before I could get a deed; everything had to be done regularly then; they were very exact at that time in issuing a deed.

Q. How long did you hold this property after you got that deed?

A. I took possession a very short time after I got the deed.

Q. How long did you hold it after you got possession?

A. I have held the property up to the present time.

Q. How?

A. I held the property through my tenants.

538 Q. Personally do you mean?

A. Through my tenants, I say.

Q. You deeded this to Julia Wilson?

A. Well, just as I stated, with the explanation——

Q. You deeded it to Julia Wilson, didn't you?

A. Yes, sir.

Q. When did you deed it to her?

A. The deed was dated July 6th, 1877.

Q. Was that deed executed at the time it appears to bear the date?

A. I presume so, yes, sir.

Q. Was that acknowledged by Mr. Lee at the time it purports to have been acknowledged?

A. Yes sir.

Q. When, then, did you convey that to your sister?

A. The date of the deed is the 6th day of July, 1877.

Q. Then you did not own it after 1877, did you?

A. This was given, as I explained before, in the nature of a trust deed; I was indebted to my sister and secured her what money I could.

Q. You deeded it to your sister in July, 1877; did your sister ever deed it back to you?

A. My sister made a will, of which I am the executor.

Q. You claim then, as a devisee under the will now, do you?

A. Yes sir, exactly.

Q. Then from 1877 until 1887, that property was owned by your sister wasn't it?

A. In the way that I explained; it was given in the nature of a trust deed.

Q. But it was owned by her, wasn't it?

A. Well, not exactly, no, sir; she received money according as I collected it.

Q. You went into bankruptcy Mr. Wilson, didn't you?

A. Yes sir.

Q. When did you go into bankruptcy?

A. I can't say that.

Q. About when?

A. It was sometime about the panic, the latter end of the panic.

Q. Which panic?

A. Well, 1873 and 1874.

Q. It might be later than that?

A. Well, it might be—I am not sure about that.

Q. Didn't you go into bankruptcy about the time you gave that deed?

539 A. No sir.

Q. Didn't you give that deed before you went into bankruptcy?

A. I presume I did.

Q. Gave it to her?

A. Well, I can't tell exactly the time I went into bankruptcy.

Q. I am not asking you about that—didn't you give that deed before you went into bankruptcy?

A. Why, possibly.

Q. Gave it to her in trust, is that the idea?

A. It was in the nature of a trust deed.

Q. You gave her that property in trust for you, didn't you?

A. As I explained it was in the nature of a trust.

Q. Did this property figure in your assets as a bankrupt?

A. I can say now, I would have to hunt up the proceedings in bankruptcy.

Q. Did you know Parker Dresser?

A. I knew Parker Dresser.

Q. How long have you known him?

A. I presume 15 or 20 years.

Q. Did you know him before you bought this property at this tax sale?

A. No, I don't think I did; I am very sure I did not. I think I first got acquainted with him some time after.

Q. This property was assessed in his name at that time, wasn't it?

A. I can't tell, sir, 27 years ago is a pretty long time to remember.

Q. Have you kept up your acquaintance with Parker Dresser since that time?

A. No.

Q. How often have you seen him?

A. I suppose I have seen him three or four times since.

Q. You have seen him about this property, haven't you?

A. He told me about this property.

Q. He has spoken to you about it, hasn't he?

A. Yes, sir.

540 Q. Didn't he say it was his?

A. No.

Q. Didn't he say he had a claim on it?

A. He said it belonged to a minor heir, if I understood him right.

Q. Did he tell you who the monir was?

A. Yes, sir, his daughter.

Q. When did you have such conversation with him?

A. Well, that is not many years ago since he was talking about the minor heirs.

Mr. Thornton: How long ago?

A. Well, it can't be more than six or seven years ago.

Mr. Wilbur: You talked with him about this land before that didn't you?

A. Well, I suppose I did.

Q. Don't you know certainly that you did?

A. Well, yes, I might say he did talk about this land, but he didn't say it was his.

Q. He asserted a claim to it, didn't he?

A. He said his child had a claim on it, and I discovered that it was not Parker Dresser, it was Pierce, a man by the name of Pierce; it was not Parker Dresser at all; I discovered by the records that the title was in Pierce.

Q. Now, Mr. McCormick has testified that Mr. Dresser saw him while he occupied those premises—Mr. McCormick, the other witness—did you see Mr. Dresser about that time, from 1864 to 1872?

A. I can't remember that time; I used to see Mr. Dresser very frequently on the street passing.

Q. You talked settlement with Mr. Dresser of this matter since this suit began?

A. Yes, he proposed the settlement——

Q. You made an offer, didn't you; you told him what you would take, didn't you?

A. Well, there was nothing very definite; he proposed giving me one-half the land, if I would surrender the title to his daughter, but I found that the title was not in his daughter, it was in a man by the name of Pierce. After that I did not take much stock in what Mr. Dresser said.

Q. You were willing to trade with him, weren't you, you were willing to let him take one-half and he let you have the other half?

541 A. Well I can't tell my feelings now, what I felt then. I can't tell exactly how I felt then.

Q. But you would have taken one-half if he had released the Gage claim, wouldn't you—released the property of the Gage claim?

A. Well, I might have done so.

Q. Ar-n't you certain you would have done it?

A. Well, I am not certain of anything.

Q. Didn't you say you would do it?

A. Probably I did.

Q. Then isn't it a fact, Mr. Wilson, that for the last ten to fifteen years you knew that Mr. Dresser or some of his children or grantees were asserting a claim against that land?

A. I knew for a certainty, and according to the records that the title was not in him, nor any one of that name.

Q. You knew Mr. Pierce was Mr. Dresser's grantee, didn't you?

A. I didn't know Mr. Pierce,—I knew nothing about Mr. Pierce, but that was the name that the title was in.

Q. You knew that he got title to Mr. Dresser, didn't you?

A. I can't say sir, the record shows that there was a levy made on the land, and it was afterwards conveyed by Dresser to a man by the name of Pierce; that is the way the record shows.

Mr. THORNTON: Neither you nor your sister transferred any interest which you had to Pierce?

A. No, sir, we never transferred to Pierce.

Counsel for complainant objects to the foregoing question by Mr Thornton and answer by Mr. Wilson, and moves to have them stricken from the record.

Mr. WILBUR: Then you knew, Mr. Wilson, that a Mr. Pierce was asserting some claim to that land, didn't you?

A. According to the record there was a certain Pierce mentioned there that held the fee, that is all.

Q. And you knew it?

A. I knew it as far as the records go; I saw the man's name. I didn't know the gentleman.

542 Q. Now, did you have any ownership over that land from 1877 until the death of your sister?

A. I transacted all of her business.

Q. You acted as her agent then?

A. I acted as her agent and attorney in fact.

Q. You were not the owner of that land were you?

A. Yes, sir, virtually the owner, she held it under a trust; the deed was given to her in the nature of a trust.

Q. When was the last time you talked with Mr. Dresser about the land?

A. I couldn't say.

Q. You talked with him about the land before you deeded it to your sister, didn't you?

A. I couldn't say.

Q. How many times have you talked with him?

A. I couldn't say, I talked with him frequently about different things, and this property.

Q. When was the last time you talked with him?

A. I couldn't say.

Q. Have you talked with him since 1880?

A. I couldn't say.

Q. Has any one else ever asserted any claim to any part of this land since you have claimed to own it?

A. Mr. Dresser didn't profess to own it.

Q. (Question read.)

A. Whom do you mean by any one else?

Q. I allude to any one.

A. Not to my knowledge.

Q. Do you mean to say, Mr. Wilson, that your alleged possession and alleged title to that land has been undisputed, except by Mr. Dresser, since you procured the tax deed in 1864?

A. I mean to say it is not alleged at all; it is *possition* possession and undisputed, and no one has ever claimed it, that I know of, I don't know of any one that claimed it or owned it. Mr. Dresser said the title was in Pierce.

Q. (Question repeated.)

A. I say Mr. Dresser never professed to own the land.

543 Q. Did any one else?

A. No, sir, not to my knowledge, did any one ever claim to own the land. Mr. Dresser told me it was in Mr. Pierce's name.

(Signed) FREDERICK R. WILSON.

Subscribed and sworn to before me this 23rd day of March A. D. 1889.

(Signed) JOHN T. NOYES,
Master in Chancery of the Superior Court of Cook County.

Patrick McCormick, having been duly called and sworn on behalf of Frederick R. Wilson, testified as follows:

Direct examination.

By Mr. Thornton:

Q. What is your name?

A. Patrick McCormick.

Q. Where do you live?

A. I live at 2914 Portland avenue.

Q. Did you ever lease any part of this east ½ of lot 11 from Mr. Wilson?

A. Yes, sir.

Q. When was it?

A. I believe in 1864, sir.

Q. Did you take possession of it?

A. Yes sir, right away.

Counsel for Fannie N. Dressed objected to the question

Q. You may state whether you occupied any part of the premises?

Counsel for Fannie N. Dresser objected to the question.

A. Yes, sir, I occupied that lot and the next lot. It was vacant, the next lot to it, and Mr. Wilson gave me the privilege of doing anything I liked with the next vacant property.

Q. Now, to whom did you pay rent?

A. To Mr. Wilson, sir.

Q. How long did you remain on the property?

A. I remained eight years. I had it leased for ten years, but I sold out at the expiration of eight years. I bought a place of my own out on Portland avenue. That made it 1872.

Q. Do you remember to whom you sold it?

A. I do, the owner, Mr. Wilson.

544 Q. You sold him the house that was on this place?

A. The cottage that was on the property.

Q. Did you place the house on tha- property?

A. I moved it there sir.

A. Was yours the first of these houses that went on?

A. On these lots that front on 22nd street, sir, it was the first.

Q. That is these tenants whose names have been mentioned by Mr. Wilson put their houses on after that, did they?

A. Yes, sir.

Q. Did you ever hear of Fannie N. Dresser or Parker Dresser?

A. Well, I did, sir. Well, I heard of him, he was going around, he went around, and he asked me some questions about him, and he told me he had a claim on that place, and asked me from whom I leased it.

Q. He never interfered with your possession, did he?

A. He never interferred with my possession, no, sir.

Q. Do you know whether Mr. Wilson's tenants occupied the property after 1872?

Counsel for Fannie N. Dresser objected to the question.

A. Oh, yes, I know that, and they do yet, they occupy it yet some of them.

Q. And they have occupied it continuously?

A. Yes, sir.

Q. Since 1864.

A. Yes, sir.

Mr. Wilbur: I object to all these questions as leading.

Q. Who has occupied this property, if you know, since 1864?

A. Well, one Beck occupied next to me, sir, on one of these lots on 22nd street, and does yet too.

Q. And who did he rent from if you know?

A. I know he rented from Mr. Wilson, sir, I am aware of that.

Q. And who else occupied those premises?

A. Well, I don't know whether they are there now, them that did at the time. It is seventeen years since I left there.

Q. But during the time that has elapsed since 1864?

545 A. Fitzgibbons, I know he was on Elgin street back of me.

Q. Who did he rent from?

A. Mr. Wilson sir.

Q. Did anyone else occupy that property during all the periods that you know about excepting the tenants of Mr. Wilson?

A. I didn't know of anybody, sir, that occupied it during that time.

Q. Was Mr. George Limbach there?

A. Yes, sir. I heard tell of his being there.

Q. And William Rudolph?

A. I heard of the name sir.

Q. And Mr. Saul?

A. Yes, sir, I heard of their names.

Q. George Limbach and Patrick Fitzgibbons?

A. Yes, sir, and Patrick Fitzgibbons.

Q. You may state whether the house which you sold to Mr. Wilson is the same one which now stands on this property.

A. Yes, sir, it is the same one. He has repaired it and raised it up and put a basement under it, sir, but it is the same cottage.

Cross examination.

By Mr. Wilbur:

Q. What is your business Mr. McCormick?

A. I deal in coal sir, I am a coal dealer.

Q. How long have you been in that business?

A. Oh, for fifteen years near twenty years, but I had other businesses too,—but that is my business now altogether.

Q. What was your business when you lived down on 22nd street?

A. I was draying, sir.

Q. Did you rent any property from Mr. Wilson?

A. Yes, sir.

Q. What did you rent of him?

A. This property that is in question now on 22nd street.

Q. What property is in question?

A. The lot that I lived on for eight years.

Q. What lot did you live on?

A. I forgot the number of it.

546 Q. You don't know what lot it is?

A. I can point it out, but I forgot what number it is. It is seventeen years since I lived there.

Mr. THORNTON: The east ½ of lot 11.

Mr. WILBUR: Never mind.

The WITNESS: I couldn't recall the number of it.

Q. You were draying when you were down there?

A. I was not draying all the time, I was teaming part of the time.

Q. All day?

A. One horse while I was draying,—I had only one horse, and then I got a team and went to hauling everything.

Q. Did you collect any rents from Mr. Wilson while you were there?

A. I din't know.

Q. Did you act as Mr. Wilsin's agent when you were down there?

A. Well I don't recollect that I did.

Q. Never collected any money for him, did you?

A. No, sir, I don't believe I collected any money for him.

Q. Well you don't know whether the people on the other lots were renting from him or not, from your own personal knowledge?

A. I know they did.

Q. How do you know it?

A. Because I used to have my dray on that lot until they came there. I know they rented from him too.

Q. How do you know it?

A. They told me.

Q. That is the only way you know it?

A. Yes, sir, and coming for rent from them.

Q. You don't know they rented from Wilson?

A. I was sure.

Q. You don't know it except from their telling you?

A. Well he was up there.

Q. You don't know except from their telling you?

A. I didn't see him draw the lease, but I see him coming for the rent from them.

Q. Did you see him get any?

A. I can't say. I don't know,—but they always gave him the rent.

547 Q. As a matter of fact you don't know whether anyone else leased any land down there from Mr. Wilson except your own, do you, of your own knowledge?

A. Well, no, but I——

Q. Never mind, that is enough, you have answered the question. Now you say you know Parker Dresser?

A. Yes sir.

Q. How many times have you seen Parker Dresser, sir?

A. Once or twice.

Q. Haven't you seen him a good many times?

A. No sir, I did not. I never saw him over twice, sir.

Q. Where did you see him then?

A. At my place.

Q. What was he doing around there?

A. Coming around and questioning me and asking me about the place. He said he had a claim for that place.

Q. He was claiming to own it, wasn't he?

A. He didn't say he owned it but he said he had a claim on it.

Q. Didn't he say it was his land?

A. He didn't say it was his land, but he had a claim on it.

Q. Didn't he ask you to pay rent to him?

A. He did once, but then he told me to pay it to Mr. Wilson that he was good for it.

Q. Did he come around again?

A. Twice he came around.

Q. Each time he said it was his land?

A. Perhaps he came there when I wasn't there, but I saw him twice there.

Q. Well, those two times he was claiming the land was his, wasn't he?

A. Yes sir.

Q. Where do you live now?

A. I live at 2914 Portland avenue.

Q. How far is that from this property that you think you leased from Mr. Wilson?

A. Just about a mile, about twelve blocks, that is all.

Q. Isn't it more than a mile?

A. No, I don't think it is.

Q. Now do you want to swear that you have kept track during these last fifteen years of the tenants on this land while you ——

A. No I don't want to swear to that—that they didn't
548 move or sell out to somebody else, sir.

Q. As a matter of fact you don't know who has been there since you lived there, do you?

A. Well, I know this Beck is there still. She died last winter. I came to the wake there.

Q. Is she still there?

A. She is in the ground somewhere. I can't say where she is. She is in heaven I hope.

Q. Now. you don't know about anybody else there do you, on the rest of the land?

A. Well not since I left of course I do not.

Q. Well, then, when you swore that you knew who had been there all along and knew who they were, you swore to something you didn't know anything about?

A. I swore that there were some of the parties that I knew were there yet. I know them to be there yet on the premises. That is what I swore to,—that is what I stated.

Q. When you swore that you knew these people whose names were read to you were tenants of Mr. Wilson's and on this land in question, you swore to something you didn't know anything about didn't you?

A. Well I wasn't looking at him drawing the leases.

Q. You don't know personally anything about it do you?

A. Oh, yes, I know that it was Mr. Wilson's property and that they leased it from him.

Q. How do you know it, if you know it, you know it of your own knowledge?

A. How do I know,—I know I was a tenant myself.

Q. Because you paid the rent?

A. That is why I know it myself.

Q. But you don't know anything about the others, do you?

A. If you owned two or three lots along side of me and you leased a lot, wouldn't I know you leased it or your agent?

Q. You would know that much but you wouldn't know the other lots?

A. I am not saying that I know about the whole of it.

Q. Hasn't someone else been and claimed title to that land besides Mr. Dresser?

A. I never saw anybody.

Q. How long had you been there when Mr. Dresser called on you the first time?

A. I couldn't tell you that. I didn't take any stock in
549 that.

Q. How long did you stay there after he called the second time?

A. I don't know anything about that.

Q. How long have you known Mr. Wilson?

A. Well, I didn't know him long before I leased the property from him.

Q. 1864?

A. Yes, sir, about that, about the same time I leased the property of him.

Q. You just leased the ground didn't you?

A. Yes, sir.

Q. Have you had many conversations or any conversations with Mr. Wilson about this suit?

A. No, sir.

Q. Never talked to him at all?

A. About this suit?

Q. Yes sir about this suit?

A. Oh, well, nothing about this suit. I didn't know anything about this suit.

Q. Hasn't he told you there was trouble about his title down there?

A. No, sir he did not, but he wanted me to come down and satisfy them that I leased this from him and how long I lived there and all about it.

Q. Is that all the conversation you had with him?

A. That is all sir.

Q. He didn't tell you anything about the other tenants did he?

A. No, sir, he did not.

Redirect examination.

By Mr. THORNTON:

Q. When did Mr. Beck put his house on there, do you remember?

A. Oh, I was there about a year before he came.

Q. Is that same house on there today?

A. It is, sir. That same house is on there yet.

(Signed) PATRICK McCORMICK.

Subscribed and sworn to, before me, this 16th day of February, A. D. 1889.

550 (Signed) JOHN T. NOYES,
Master in Chancery, Supreme Court of Cook County.

Adjourned.

THURSDAY AFTERNOON, *March* 21, 1889—4 o'clock, p. m.

Parties *not* pursuant to notice.

Present: Charles S. Thornton, Esq., on behalf of Frederick R. Wilson. George W. Wilbur, Esq., on behalf of Fannie N. Dresser.

ANTON BECK, having been duly called and sworn on behalf of Frederick R. Wilson, testified as follows:

Direct examination.

By Mr. THORNTON:

Q. What is your name?

A. Anton Beck.

Q. You live on the property in question? The property in controversy in this suit, don't you?

A. No, I don't live on it but I have got the house that is there now. My mother died there a year ago last fall.

Q. Where are you living?

A. I live out on Dashiel street and 37th.

Q. Up to what time were you living on this property?

A. Up to about 7 or 8 years back.

Q. When did you commence your residence on this property?

A. To the best of my judgment about—of course I was quite young at that time, but the lease shows that we are there now 24 years,—will be.

Q. Who does the house belong to?

A. It belongs to me, I bought it.

Q. It was your mother's?

A. It belonged to my mother.

Q. During the 24 years the house has been on this property has it?

Counsel for Fannie N. Dresser objected to the question as leading.

551 A. It will be there 24 years this coming May.

Q. How long has the house been on this property?

Counsel for Fannie N. Dresser objected to the question on the ground that no foundation has been laid for it.

A. It will be there this coming May 24 years. I don't say it has been there that long already, but the lease shows it will be there 24 years this coming May.

Q. During all of that time who were you or your mother renting from?

A. We were renting from that man sitting there (indicating) Mr. Wilson. That is the only man I ever seen around there.

Q. He is one od the defendants of this cause?

A. Well, he is the man that summoned me to come here.

Q. Frederick R. Wilson?

A. Yes, sir.

Q. You may state whether your mother was in possession of the house continuously the 24 years.

Counsel for Fannie N. Dresser objected to the question as leading.

A. Yes, sir, she was. There was nobody owned it only her while we lived there. That house has been there ever since those leases were made out. I can swear to that.

Counsel for Fannie N. Dresser moved to have the evidence stricken out as being irrelevant, incompetant and immaterial.

Cross examination.

By Mr. WILBUR:

Q. Have you read any of the papers of this case?

A. I am not much of a reader.

Q. Do you know what property is in question, of your own knowledge, what the suit is about?

A. Not any more than what Mr. Wilson told me. He told me I had to come here and sware how long we were on there. That is all I know about it.

552 Q. You don't know what the suit is about?

A. No, sir, he just told me I would have to come down here.

Redirect examination.

By Mr. THORNTON:

Q. What street is this property on?

Counsel for Fannie N. Dresser objected to the question as improper redirect examination.

A. 22nd street.

Q. Near what other street?

Objected to on the same ground as before.

A. Archer avenue,—right between Archer avenue and Stewart avenue.

(Signed) ANTON BECK.

Subscribed and sworn before me this 21st day of March, A. D. 1889.

(Signed) JOHN T. NOYES,
Master in Chancery of the Superior Court of Cook County.

FREDERICK R. WILSON, having been duly recalled on his own behalf testified as follows:

Direct examination.

By Mr. THORNTON:

Q. Mr. Wilson I forgot to ask you one question, and that is with reference to this conveyance to your sister?

A. What conveyance?

Q. The deed of this property to your sister in 1877, I think it was,—do you mean to say that when the deed was finally delivered to your sister it was in the nature of a trust deed or what do you mean?

Counsel for Fannie N. Dresser objected to the question as leading and suggestive.

553 Q. I will withdraw the question and I will ask you to explain what you mean by saying that that deed was in the nature of a deed of trust?

A. Well, it was given with a certain understanding, conditionally, that I should pay all the taxes and keep the property from being sold. That was the provision that my sister made, and if I didn't do so, it was to go to her as a regular deed.

Q. What did you find with reference to your ability to pay taxes, etc.?

Counsel for Fannie N. Dresser objected to the question as immaterial.

A. I was very much hampered for money, couldn't raise money, and I found that I had to let it be sold the same year that she got the deed.

Q. Had you received money from her?

Counsel for Fannie N. Dresser objected to the question as leading.

A. Not to pay the taxes, the understanding was that I was to keep the taxes paid.

Q. Had you borrowed money from her before that time?

A. Before I gave her the deed?, yes, sir, and the shrinkage of the property and the difficulties——

Q. You may state about the amount *the amount* of money you received from her, whether it exceeded the value of the property?

Counsel for Fannie N. Dresser objected to the question as immaterial and irrelevant.

A. I considered it to exceed the value of the property, that is the interest I had on it then, because I had not the 20 years possession.

Q. When the deed was finally delivered by you to your sister, what arrangement, if any, did you make?

554 Counsel for Fannie N. Dresser objected to the question.

A. When I finally delivered the deed it was given to her as a genuine deed, as I could not comply with the stipulations which she wished to make; I couldn't pay the taxes and the shrinkage of the property was such that I had to allow it to be sold for taxes.

Q. You may state whether the delivery of the deed was made by you before you went into bankruptcy, or after?

Counsel for Fannie N. Dresser objected to the question on the ground that no foundation has been laid.

A. It was made before I went into bankruptcy,—the stipulation was made when I gave the deed, that I was to keep the taxes paid, and hold her harmless. I found afterwards that I was not able to keep the taxes paid, and I had to allow it to be sold, and it was a-ra*i*nged that the deed was to be a genuine deed, and that arraingement was made.

Q. You say the arra*i*ngement was made when you delivered the deed to her?

A. Yes, sir.

Q. That was the final arra*i*ngement?

A. Yes, sir.

Cross examination.

By Mr. WILBUR:

Q. Was that deed ever delivered to your sister?

A. Yes, sir.

Q. When?

A. It was delivered to her when the final arraingement was made. It was made a short time after I found I couldn't keep the taxes paid.

Q. When was that?

A. That was in the same year that the deed was made.

Q. And when was that?

A. Well it was sometime about the time that the sale for taxes occur-ed.

Q. Did you deliver it about that time?

A. Yes. sir, I think that was about the time, as near as I can tell.

555 Q. In what year?

A. In 1877.

Q. Was there any writing between you and your sister with relation to this agreement that you have testified to, as to your paying taxes, and so — on this land?

A. There is nothing mentioned in the deed to that effect. It was given as a genuine deed, but she made an arraingement that provided I would pay her the dept, that would be more in the nature of a trust deed, upon the condition that I was to hold her harmless from the taxes and expenses.

Q. (Question repeated.)

A. Well, I couldn't say that there was. I cannot remember now that there was any writing. There might have been but I cannot remember.

Q. In what year was that land sold for taxes after you purchased it?

A. Well, I couldn't say unless I would look at the records. I didn't pay the taxes for that year, I know.

Q. Did you pay the taxes before the year 1877 and after the year 1864?

A. I did, yes, sir, between 1864 and 1877 I did pay the taxes.

Q. Did you pay all of the taxes that — legally levied upon the property in question between the year 1864 and the year 1877?

A. I cannot say that now. I put my tax receipts in evidence when I was here before, where I had seven years' consecutive payments of the taxes.

Q. (Question repeated.)

A. I couldn't answer that question.

Q. Don't you k now as a matter of fact that that priperty was sold one or more times for taxes between the yeard 1864 and the year 1877?

Counsel for Frederick R. Wilson objected to the question on the ground that it is not cross examination.

A. I couldn't say unless I had my receipts here. I had them here before, and if you had asked me that question when I had my tax receipts here I could have referred to them. To the best of my belief I had paid the taxes. I paid 7 years consecutively, I
556 know, after I took possession.

Q. Are you sure that between the year 1864 and the year 1877 you paid all of the taxes that were levied upon the property in question?

A. Well, now, I couldn't answer that either, unless I had my tax receipts here.

Q. What is your best impression in regard to that?

A. To the best of my recollection I did.

Q. Have you any knowledge of any sales of that property for taxes of any character whatever between the year 1864 and the year 1877?

A. Not to my knowledge.

Q. Have you seen a duly certified copy of an abstract of the record of the title to this property?

A. I think I have. I have got an abstract of it, or rather it is an abstract of my sister's that is in my possession now. I don't think it is brought down to the present date however.

Q. About how long after you made this deed to this property in 1877 in favor of youe sister, was it, before you delivered it to her?

A. How long after?

Q. Yes, sir.

A. She got the deed when I made it, of course.

Q. About how long after you made this deed to this property in 1877 in favor of your sister, was it before you delivered it to her?

A. Just immediately after I discovered I couldn't comply with what she exacted of me, that I was to keep the taxes paid.

Q. In what year did you make that discovery?

A. I made that discovery in the same year, 1877.

(Signed) FREDERICK R. WILSON.

Subscribed and sworn to before me this 23rd day of March, A. D. 1889.

(Signed) JOHN T. NOYES,
Master in Chancery of the Superior Court of Cook County.

557–756 I, John T. Noyes, master in chancery on the superior court of Cook county, aforesaid do hereby certify that previous to the commencement of the examination of the witnesses whose names are subscribed to the foregoing depossitions, they were each by me duly sworn according to law, that the said depositions were taken upon oral interrogations propounded by the solicitors of the complainant and defendant in the above cause and were subscribed and sworn to before me, the 16th day of February & 21st & 23rd days of February A. D. 1889 and the foregoing was all the testimony taken before me in said cause.

JOHN T. NOYES,
Master in Chancery of the Superior Court of Cook County.

Master's fees $23.25
Paid by defendant Wilson's solicitor.

Filed July 8, 1889.

P. McGRATH, *Cl'k.*

STATE OF ILLINOIS, } *ss:*
County of Cook, }

I Patrick McGrath, clerk of the superior court of Cook county, in and for the State of Illinois, do hereby certify the above and foregoing to be a true and perfect and complete copy of certain depositions now on file in my office in a certain cause pending in said court on the chancery side thereof wherein Fannie N. Dresser is complainant and Lilly Belle Dresser *et al.* are defendants.

In witness whereof, I have hereunto set my hand and affixed the seal of said court at Chicago, this 8th day of July, A. D. 1889.

[SEAL.] P. McGRATH, *Clerk.*

$3.00 paid by G. W. Wilber.

* * * * * * *

757 Mr. HUDSON: I now offer in evidence a certified copy of a plea of Frederick R. Wilson filed in this case April 18, 1888.

(Objected to by solicitor for Wilson for the reason that there is no evidence that any such plea was filed or signed by Mr. Wilson. Further, it is a part of the files in this case and not proper as evidence.)

(The said paper is the one that has been heretofore identified as "Gage Exhibit 2.")

(Objection overruled.)

(Said paper is as follows.)

758 STATE OF ILLINOIS, } *ss:*
County of Cook, }

In Superior Court of Cook County.

FANNY N. DRESSER
vs.
LILLY BELLE DRESSER.

The clerk will please enter of record the death of Julia Wilson, one of the defendants in the above case and enter my appearance as solicitor for Frederick R. Wilson, the devisee in & under the will of Julia Wilson, deceased.

CHAS. S. THORNTON.

Filed March 5, 1888.

P. McGRATH, *Clerk.*

759 State of Illinois, County of Cook, } *ss:*

In Superior Court of Cook County.

Frederick R. Wilson
ads.
Fanny Dresser.

The Plea of Frederick R. Wilson to the Bill of Complaint of Fanny N. Dresser, Complainant.

This defendant, by protestation, not admitting or acknowledging all or any of the matters set forth in said bill of complaint, in manner and form as therein set forth, pleads to said bill, and for his plea in this behalf says, that the defendant, Julia Wilson, by virtue of a certain deed, made and executed by this defendant, July 6th, 1877, had title to the said property, until the day of her death, which occurred on the 15th day of December, 1887; that said deed was in the nature of a trust deed; that for more than twelve years prior to the giving of the said deed to Julia Wilson, by this defendant, he, this defendant, was in the actual, notorious, continued and open possession of said property described in the bill of complaint; that from and after the making of said deed to Julia Wilson, she went into possession of said property, and continued in the actual, notorious and uninterrupted possession thereof, until the day of her death, at which time it came back to this defendant by virtue of the last will and testament of Julia Wilson aforesaid, and further by virtue of this defendant being the brother and only heir at law of said decedent Julia Wilson, and who has since said time held the actual, notorious and open possession of said property; that for more than seven years last past, this defendant has paid all of the taxes accruing upon said property, and has for more than twenty years last past, constructed, altered and maintained all of the improvements thereon, and is at the present time in the possession of said property, paying the taxes, and sustaining the improvements.

FREDERICK R. WILSON.

State of New Jersey, County of Monmouth, } *ss:*

Frederick R. Wilson, being first duly sworn, upon his oath says that the foregoing plea by him subscribed is true in substance and in fact.

FREDERICK R. WILSON.

Subscribed and sworn to before me this sixteenth day of April, A. D. 1888.

[SEAL.]

JOHN J. ELY,
Notary Public, New Jersey.

760 STATE OF NEW JERSEY, }
County of Monmouth, } *ss:*

I, James H. Patterson, clerk of the county of Monmouth, and clerk of the court of common pleas of said county, (said court being a court of record), do hereby certify that John J. Ely, whose name is subscribed to the jurat of the annexed affidavit and thereon written, was at the time of taking such affidavit, a notary public, dwelling in said county, commissioned and sworn, and duly authorized to take the same; and further, that I am well acquainted with the handwriting of such notary public, and verily believe the signature to said jurat is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county and said court, this — day of —— 188–.

JAMES H. PATTERSON, *Clerk.*

Filed April 18th, 1888.

P. McGRATH, *Clerk.*

STATE OF ILLINOIS, }
County of Cook, } *ss:*

I, Patrick McGrath, clerk of the superior court of Cook county, in and for the State of Illinois, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain appearance and plea now on file in my office in a certain cause pending in said court on the chancery side thereof, wherein Fannie N. Dresser — complainant and Lilly Belle Dresser *et al.* defendants.

In witness whereof, I have hereunto set my hand and affixed the seal of said court, at Chicago, this 26 day of Oct. A. D. 1888.

[SEAL.]

P. McGRATH, *Clerk.*

Endorsed: 114455 897. Dresser *vs.* Dresser *et al* Appearance and plea.

761 Solicitor for defendant Gage offered in evidence certified copy of an affidavit filed in this case April 15, 1889, the affidavit being made by Justus Chancellor, attorney for Frederick R. Wilson, in this case, which affidavit purports to contain the substance and form of a plea of Frederick R. Wilson previously filed in this case and lost. Said certified copy having been previously marked for identification "Gage Exhibit 1."

(Objected to by solicitor for Wilson as incompetent and immaterial, no proper foundation having been laid.)

The COURT: What is the object of offering it?

Mr. Hudson: To prove that such a plea was filed and sworn to by the defendant. It is a file in this case.

(The objection was overruled.)

Said paper is as follows.

762 State of Illinois, } ss:
County of Cook, }

In Superior Court of Cook County.

Frederick R. Wilson }
ads. }
Fanny Dresser. }

The Plea of Frederick R. Wilson to the Bill of Complaint of Fanny Dresser, Complainant.

This defendant by protestation not admitting or acknowledging all or any of the matters set forth in said bill of complaint in manner and form as therein set forth, pleads to said bill, and for his plea in this behalf says that the defendant Julia Wilson by virtue of a certain deed made and executed by this defendant July 6th, 1877, had title to said property until the day of her death, which occurred on the 15th day of December, 1887, that said deed was in the nature of a trust deed, that for more than twelve years prior to the giving of said deed to Julia Wilson by this defendant, he, this defendant, was in the actual, notorious and open possession of said property described in the bill of complaint that from and after making of said deed to Julia Wilson she went into possession of said property and continued in actual, notorious and uninterrupted possession thereof until the day of her death, at which time it came back to the defendant by virtue of the last will and testament of Julia Wilson aforesaid and further by virtue of this defendant being a brother of said defendant, Julia Wilson, and who has since said time held the actual, notorious and open possession of said property; that for more than seven (7) years last past this defendant has paid all of the taxes accruing upon said property and has for more than twenty years last past constructed, altered and maintained all the improvements thereon, and is at the present time in the possession of said property, paying the taxes and sustaining the improvements.

FREDERICK R. WILSON.

State of New Jersey } ss:
County of Monmouth, }

Frederick R. Wilson being first duly sworn upon his oath says that the foregoing plea by him subscribed is true in substance and in fact.

FREDERICK R. WILSON.

Subscribed and sworn to before me this 16th day of April A. D. 1888.

JOHN B. ELY,
Notary Public, New Jersey.

763 STATE OF NEW JERSEY, } *ss:*
County of Monmouth, }

I, James Patterson, clerk of the county of Monmouth and clerk of the court of common pleas of said county, (said court being a court of record) do hereby certify that John Ely whose name is subscribed to the jurat of the annexed affidavit and thereon written was at the time of taking such affidavit a notary public, dwelling in said county, commissioned and sworn and duly authorized to take the same, and further that I am well acquainted with the handwriting of such notary public, and verily believe the signature to said jurat is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said county and said court this — day of —— 188–.

JAMES PATTERSON.

STATE OF ILLINOIS, } *ss:*
County of Cook, }

Justus Chancellor being first duly sworn upon his oath says that he drew the plea of Frederick R. Wilson heretofore filed in the above case of which the above is a copy and says that he knows the above plea — be a true and accurate copy of the said plea heretofore made and filed

JUSTUS CHANCELLOR,

Subscribed and sworn to before me this 3rd day of December, A. D. 1888.

—— ——, *Clerk.*

Filed Dec. 3, 1888.

P. M. GRATH, *Clerk.*

STATE OF ILLINOIS, } *ss:*
County of Cook, }

In Superior Court of Cook County.

DRESSER }
vs.
DRESSER. }

F. R. Wilson comes and demurres to the amended bill of complaint in the above cause and says that the same is not sufficient in law or in equity for the complainant to maintain the same and prays judgment thereof.

By THORNTON & CHANCELLOR,
Solicitors F. R. Wilson.
CHARLES S. THORNTON, *Of Counsel.*

Filed Apr. 15, 1889.

P. McGRATH, *Clerk.*

STATE OF ILLINOIS, } *ss:*
County of Cook, }

I, Patrick McGrath, clerk of the superior court of Cook county, in and for the State of Illinois, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain copy of a certain plea and also of a certain demurrer now on file in my office in a certain cause pending in said court on the chancery side
764 thereof, wherein Fanny N. Dresser, — complainant and Lilly Belle Dresser *et al.* defendants.

In witness whereof, I have hereunto set my hand, and affixed the seal of said court, at Chicago, this 8th day of May, A. D. 1889.

[SEAL.] P. McGRATH, *Clerk.*

Endorsement: 114455. Dresser *vs.* Dresser *et al.* Copy of plea and demurrer.

765 Solicitor for defendant Gage offered in evidence a certified copy of a list of real estate sold by the city collector of Chicago, commencing on the 5th day of May, 1871, for special assessments of 1870. Also for appeals for the years 1867, 1868, and 1869, purporting to show a sale of the property in question on June 20, 1871, for special assessment for water service pipes in 22nd street.

(Which paper was marked "Gage Exhibit 14.")

(Objected to by solicitor for Wilson, first, that there is no record of any judgment of any sale for delinquent taxes, and there is no precept or warrant to the collector, nor any certificate by the collector of having sold such property; that the certificate of sale issued by the county clerk would be the best evidence if such sale was made, and it appears that no such certificate was issued; and it is not competent evidence and does not tend to prove any of the matters set forth in this alleged copy; that there is no certificate that such sale was ever made, and the certificate of sale itself would be the best evidence if such sale was made; that there is no such subdivision as the east half of the east half of lot 11; that the certificate of the county clerk is not in proper form, in that it does not certify that he is the keeper of the records.

(Objection overruled.)

Said paper is as follows:

766 List of real estate sold by the city collector, commencing on the fifteenth day of May, 1871, for special assessments of 1870; also for appeals, etc., for the years 1867, 1868, and 1869.

Plat or description.	Sub-lot.	Lot.	Block.	Judgment and am't sold for.	No. of sale.	Date of sale.	Part sold.	To whom.
Warrant 1192	....	....	....	For water second Grove s	service St. fro treet	pipes in m State	Twenty- street to	
Canal Trustees' new subd'n of S. E. frac. ¼ of sec. 21, T. 39 N. R. 14 E.	E. ½ of E. ½	11	43	49.60	56725	June 20	Whole.	D. S. Mead.

State of Illinois, } *ss:*
County of Cook, }

I, Philip Knopf, clerk of the county court of Cook county, in the State aforesaid, do hereby certify that the foregoing is a true copy of the sale and redemption record for special assessments of 1870, also for the appeals of 1867, 1868 and 1869 of the city of Chicago, in so far as said record relates to the premises described in the foregoing copy, all of which appears from the records and files in my office.

In witness whereof, I have hereunto set my hand and affixed the seal of said county court, at my office, in the city of Chicago, in said county, this 16th day of January, A. D. 1901.

[Seal of the County Court of Cook County, Illinois.]

PHILIP KNOPF,
Clerk of the County Court.

Cancelled 10c. revenue stamp.

767 Solicitor for defendants Gage and Snow offered in evidence certified copy of the petition in bankruptcy of Frederick R. Wilson; of his adjudication as a bankrupt: of the appointment as assignee of Robert E. Jenkins; of the assignment from H. N. Hibbard, registrar in bankruptcy, to the assignee of all the *ab*nkrupt's property, of the petition of Robert E. Jenkins for the sale of lands; the order of the district court of the United States for the sale of lands; the petition of G. A. Severance for a second sale of other lands; the order of sale entered thereon; certificate of publication by which jurisdiction was acquired; report of sale; order confirming sale of the land now in dispute; petition of Frederick R. Wilson to set aside the sale; order of court denying said petition upon hearing; all to be marked "Snow Exhibit 1."

Objected to by solicitor for Wilson as incompetent and immaterial; and leave is granted to specify further objections later. Received subject to the objection.

Said papers are as follows:

768 To the Hon. Henry W. Blodgett, judge of the district court of the United States for the northern district of Illinois:

The petition of Frederick Robert Wilson of the city of Chicago in the county of Cook and State of Illinois and district aforesaid respectfully represents: That he has resided for six months next immediately preceeding the filing of this petition at Chicago within said judicial district: that he owes debts exceeding the amount of three hundred dollars and is unable to pay all of the same in full; that he is willing to surrender all of his estate and effects for the benefit of his creditors and desires to obtain the benefit of the act entitled "An act to establish a uniform system of bankruptcy throughout the United States" approved March 2 1867.

That the schedule hereto annexed, marked A and verified by your petitioner's oath contains a full and true statement of all his debts and so far as it is possible to assertain the names and places of residence of his creditors and such further statements concerning said debts as are required by the provisions of said act.

That the schedule hereto annexed marked B, and verified by your petitioner's oath containes an accurate inventory of all his estate, both real and personal, assignable under the provisions of said act.

Wherefore your petitioner preys that he may be adjudged by the court to be a bankrupt, within the provission of said act, and that he may be decreed to have a certificate of discharge from all his debts provable under the same.

FREDERICK ROBERT WILSON.

Oath.

UNITED STATES OF AMERICA, *Northern District of Illinois,* } *ss:*

769 I Frederick Robert Wilson, the petitioning debtor mentioned and described in the foregoing petition do hereby make solemn oath that the statements contained therein are true to the best of my knowledge, information and belief, and I do further swear that I am a citizen of the United States of America and that I will bear true faith and allegiance to the same.

FREDERICK ROBERT WILSON, *Petitioner.*

Subscribed and sworn to before me this — day of August A. D. 1874.

H. N. HIBBARD, *Register.*

(Endorsed) Filed Aug. 30, 1878. Wm. H. Bradley, cl'k.

SCHEDULE A—1.—(As Approved.

/

In the Matter of

Statement of all

ORDER OF PAYMENT.—PREFERRED CLAIMS under Sec. 5101 Revised Statutes
*Assessments under the laws thereof. 3d.—Debts due to the State of*____________
six months. 5th.—Other Debts preferred by said Title.

REFERENCE TO LEDGER OR VOUCHER.	Names of Creditors.	Re
	770	

Form No. 406.

Printed and for Sale by the Chicago Legal News Co.,

SCHEDULE A—1.

er of Frederick Robert Wilson Bankrupt.

all Creditors who are to be Paid in Full, or to whom Priority is Secured.

Statutes of the U. S.: 1st.—The Fees, Costs and Expenses of Suits, and of the several Proceedings in Bankruptcy, and for the Custody of Property as provided. 2d.—Debts Due to the United States, and Taxes and ____________________, and Taxes and Assessments under the laws of said State. 4th.—Wages due Operatives, Clerks, or House-Servants, etc., to an amount not exceeding $50, for labor performed within

Residences and Occupations of Creditors.	AMOUNT.		When and Where Contracted.	Nature and Consideration of the Debt, and whether Contracted as Co-Partner or Joint Contractor; and if so, with whom
	Dollars.	Cts.		
None				
			Frederick Robert Wilson	

SCHEDULE A—2.—(As Approved.) Form No. 407.

2

SCHEDULE A—2.

In the Matter of Frederick Robert Walson

CREDITORS HOLDING SECURITIES.

N.B.—Particulars of Securities held, with Dates of same, and when given, are to be stated under the Names of the several Creditors, and also Particulars concerning each Debt, as required by Section 5015 of the Rev. other person; and if so, with whom.

REFERENCE TO LEDGER OR VOUCHER.	Names of Creditors.	Residence and Occupation.	When and Where Contracted.	Value of Securities.	
				Dollars	Cts
	Daniel Glassett	Boston, Mass. Capitalist.	Chicago	3000	00
	marston Thomas Maston		Chicago	4000	00
	R B Kimball			3500	00
		All in notes for mony loaned.			
	771		Frederick Robert Wilson		

2

Form No. 407.

Printed and for Sale by the Chicago Legal News

SCHEDULE A—2.

er of Frederick Robert Walson __________ Bankrupt.

CREDITORS HOLDING SECURITIES.

be stated under the Names of the several Creditors, and also Particulars concerning each Debt, as required by Section 5015 of the Rev. Stat. of the U. S., and whether contracted as Co-Partner or Joint Contractor with any other person; and if so, with whom.

sidence and Occupation.	When and Where Contracted.	Value of Securities.		Amount of Debts.		Particulars.
		Dollars	Cts	Dollars	Cts	
ston, Mass, Capitalist.	Chicago	3000	00	2200	00	Lots 14, 15 and 16 Block
						5 in Suttons Subdivision
	Chicago	4000	00	3500	00	S-E 1/4 Section
						18-39-14 Lots 15 & 16
						in Block 2 also Lots
						12 and 13 in Block 5
		3500	00	3000	00	in Suttons Subdivision
						of S.E 1/4 Section 18-
ll in notes for	mony loaned.					39-14.
						Lot 32 in Highwood
						with Brick House on
						same being part of E 1/2
						S.E. 1/4 of Section
	Frederick Robert Wilson					15-43-12

SCHEDULE A—3.—As Approved.

3

Sec. 5015 U. S. R. S.—Form No. 408.

SCHEDULE A—3.

In the Matter of Frederick Robert Wilson

CREDITORS WHOSE CLAIMS ARE UNSECURED

N.B.—When the Name and Residence (or either) of any Maker, Endorser or Holder of any Bill or Note, etc., are unknown, the fact must be stated, and also the Name, Residence and Occupation of the last holder known to of Set-off stated in the Schedule of Property. The nature of each Debt and Demand, whether founded on Written Security, Obligation, Contract, or otherwise, and also the true cause and consideration of

Reference to Ledger or Voucher	Names of Creditors.	Residences and Occupations.	Amount. Dollars.	Amount. Cts.	When and
	Peshtigo Lumber Co	Chicago	73	69	
	Justice Pollock	Chicago	10	35	
	James McLaughlin	Chicago	35	00	
	E Hunt & Sons	Chicago	61	21	
	Baker & Co	Chicago	7	50	
	Brown Dusk & Co	Chicago	6	60	
	Knight & Leonard	Chicago	36	67	
	Crane Bros Mafg Co	Chicago	25	00	
	Dr. Gunilew	Chicago	106	00	
	Justice Himes	Chicago	5	00	
	Tilletson Bros	Chicago	50	00	
	Schmidt Co	Chicago	10	00	
	P S Prince	Hyde Park	17	22	
	George A Severns	Chicago about	1200	00	
	Philetus W Gates	Chicago about	500	00	

All on open account Mdse unless otherwise stated.

772

Frederick Rober

Sec. 5015 U. S. R. S.—Form No. 408.

Printed and for Sale by the Chicago Legal News Co.

SCHEDULE A—3.

of Frederick Robert Wilson Bankrupt.

CREDITORS WHOSE CLAIMS ARE UNSECURED.

Bill or Note, etc., are unknown, the fact must be stated, and also the Name, Residence and Occupation of the last holder known to the Petitioner. The Debt due to each Creditor must be stated in full, and any claim by way and Demand, whether founded on Written Security, Obligation, Contract, or otherwise, and also the true cause and consideration of such Indebtedness in each case, and the place where such Indebtedness accrued.

Residences and Occupations.	AMOUNT.		When and Where Contracted.	Nature and consideration of the Debt, and whether any Judgment, Bond, Bill of Exchange, Promissory Note, etc., and whether contracted as Co-Partner or Joint Contractor with any other person, and if so, with whom
	Dollars.	Cts.		
Chicago	73	69	Chicago	For Lumber a/c
Chicago	10	35	Chicago	Costs of Court
Chicago	35	00	Chicago	Plumbing Hardware a/c
Chicago	61	21	Chicago	Engraving a/c
Chicago	7	50	Chicago	Tin Spouting &c
Chicago	6	60	Chicago	Bal due for Printing.
Chicago	36	67	Chicago	Casting a/c
Chicago	25	00	Chicago	Rent a/c
Chicago	106	00	Chicago	Cost of Court.
Chicago	5	00	Chicago	Ballance due on judgment for Mdse
Chicago	50	00	Chicago	Balance due for plumbing
Chicago	10	00	Chicago	Judgment for Rent
Hyde Park	17	22	Town of Lake	Rent judgment also
Chicago about	1200	00	Chicago	Suit pending
Chicago about	500	00	Chicago	Rent judgment

ccount + Mdse unless

t.

Frederick Robert Wilson

SCHEDULE A—4.—(As Approved.)

Form No. 409.

SCHEDULE A—4.

4

In the Matter of Fredrick Robert Wilson

Liabilities on Notes or Bills Discounted which ought to be Paid by the Drawers, M

[N.B.—The Dates of the Notes or Bills and when due, with the Names, Residences and Business or Occupation of the Drawers, Makers and Acceptors thereof, are to be set forth under the Names of the Holders. If the Names of th stated, and his Business and Place of Residence. The same particulars as to Notes or Bills on which Petitioner is Liable as Endorser.]

REFERENCE TO LEDGER OR VOUCHER.	Names of Holders so far as Known.	Place of Residence and Occupation.	When and Where Contracted.	AMO Dollar
		None		
	773		Fredrick Ro	

Form No. 409.

Printed and for Sale by the Chicago Legal News Co.,

SCHEDULE A—4.

of Fredrick Robert Wilson Bankrupt.

Bills Discounted which ought to be Paid by the Drawers, Makers or Acceptors.

usiness or Occupation of the Drawers, Makers and Acceptors thereof, are to be set forth under the Names of the Holders. If the Names of the Holders are not known, the Name of the Last Holder known to Petitioner should be stated, and his Business and Place of Residence. The same particulars as to Notes or Bills on which Petitioner is Liable as Endorser.]

Place of Residence and Occupation.	When and Where Contracted.	AMOUNT.		Nature of Liability, whether same was Contracted as Co-Partner or Joint Contractor, or with any other Person; and if so with whom.
		Dollars.	Cts.	
None				

Fredrick Robert Wilson

SCHEDULE A—5.—(As Approved.)

Form No. 410.

5

SCHEDULE A—5

In the Matter of Frederick Robert Watson

ACCOMMODATION PAPER.

N.B.—The Dates of Notes or Bills, and when Due, with the Names, Residences, and Business or Occupation of the Drawers, Makers and Acceptors thereof, are to be set forth under the Names of the Holders; If the Bankrupt
If the Names of the Holders are not known, the name of the last holder known to the Petitioner should be stated, with his business and place of Residence. Same particula

REFERENCE TO LEDGER OR VOUCHER	Names of Holders.	Residences of Holders and Particulars of Bills and Notes.	Name of Maker Endorser or Acceptor.	Place wh
		None		
			Frederick R	
	774			

Form No. 410.

Printed and for Sale by the Chicago Legal News Co.

SCHEDULE A—5

ller of Frederick Robert Wilson Bankrupt.

ACCOMMODATION PAPER.

Business or Occupation of the Drawers, Makers and Acceptors thereof, are to be set forth under the Names of the Holders; If the Bankrupt be liable as Drawer, Maker, Acceptor or Endorser thereof, it is to be stated accordingly. not known, the name of the last holder known to the Petitioner should be stated, with his business and place of Residence. Same particulars as to other commercial paper.)

idences of Holders and Particulars of Bills and Notes.	Name of Maker Endorser or Acceptor.	Place where Contracted.	AMOUNT.		Whether Liability was contracted as Co-Partner or Joint Contractor, or with any other Person, and if so with whom.
			Dollars.	Cts.	
None					

Frederick Robert Wilson

775 *Oath to Schedule A (as Approved).*

UNITED STATES OF AMERICA, } *ss:*
Northern District of Illinois,

On this 30th day of August A. D. 1878, before me personally came Frederick Robert Wilson the person mentioned in and who subscribed to the foregoing petition and to the schedule marked A, thereto annexed, and who, being by me first duly sworn did declair- the said schedule, as composed of five sheets of paper, respectively indicated thus one Schedule A 1 also one Schedule A 2 also one Schedule A 3 also one Schedule A 4 also one Schedule A 5 to be a true statement of all his debts in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2 1867.

H. N. HIBBARD, *Register.*

On the back.

I have examined the within schedule and find the same correct in form and sufficiency.

—— ——.

SCHEDULE B—1.—(As Approved.)

Form No. 411. Sec. 5016 and 5017 R. S. U. S.

SCHEDULE B—1.—(INVENTO

In the Matter of Frederick Robert W

INTEREST IN LANDS.

STATEMENT OF ALL REAL AND PERSONAL ESTATE and Effects whatever, which are now in the possession, enjoyment, or under the control of the Petitioner, or which are held by any other pers

Particular Description of all Real Estate owned by Petitioner, or held by him, and whether under Contract or Lease.	Encumbrances Thereon and Dates There
	None
	F
776	

Form No. 411. Sec. 5016 and 5017 R. S. U. S.

Printed and for Sale by the Chicago Legal News Co.,

SCHEDULE B—1.—(INVENTORY.)

Frederick Robert Wilson **Bankrupt.**

INTEREST IN LANDS.

in the possession, enjoyment, or under the control of the Petitioner, or which are held by any other person, IN TRUST, for his use, or to the possession or enjoyment of which he is entitled at the date of filing Petition.

by him, and whether	Encumbrances Thereon and Dates Thereof.	Statement of all Particulars Relating Thereto.	ESTIMATED	VALUE.
			Dollars.	Cents.
	None			
		Frederick Robert Wilson		

[illegible]

[illegible]

[illegible]

795–800 SCHEDULE B 4 (INVENTORY).

In the Matter of FREDERICK ROBERT WILSON, Bankrupt.

Property in Reversion, Remainder, or Expectancy,

Including property held in trust for or subject to any power or right to dispose of or to charge.

N. B.—A perticular discription of each interest must be entered. If all or any of the debtor's property has been conveyed by deed or assignment, or otherwise for the benefit *fo* creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed and the amount realized from the proceeds thereof, and the disposal of the same as for as known to the pititioner.

A. Interest in land.

None.

FREDERICK ROBERT WILSON.

801 *Oath to Schedule B.*

UNITED STATES OF AMERICA,
Northern District of Illinois, } *ss:*

On this 30th day of August A. D. 1878 before me personally came Frederick Robert Wilson, the person mentioned in and who subscribed to the foregoing petition, and to the schedule marked B thereto annexed and who being by me first duly sworn did declair the said schedule as composed of twenty six sheets of paper respectively indicated thus: One Schedule B 1 also 11 Schedule B 2, also four Schedules B 3. Also five Schedules B 4. Also two Schedules B 5. Also three Schedules B–C to be a ststement of all his estate both real and personal in accordance with the act of Congress entitled, "An act to establish a uniform system of bankruptcy throughout the United States" appeared March 2. 1867.

H. N. HIBBARD, *Register.*

(Endorsed:) Filed August 30, 1878, at 5:10 a. m. Wm. H. Bradley, cl'k.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

I, William H. Bradley, clerk of the district court of the United States, for said northern district of Illinois, do hereby certify the above and foregoing to be a true and correct copy of the petition and schedules and oaths thereto in the matter of Frederick R. Wilson, bankrupt, in bankruptcy, as the same appears from the original thereof, now remaining in my costody and control.

[SEAL.] In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office in Chicago in said district, this tenth day of December A. D. 1889.

WM. H. BRADLEY, *Clerk.*

802 In the District Court of the United States for the Northern District of Illinois.

In the Matter of FREDERICK R. WILSON, by Whom a Petition for Adjudication of Bankruptcy Was Filed on the 30th Day of August, A. D. 1878. In Bankruptcy.

At Chicago, in said district, on the 7th day of September, A. D. 1878, before Homer N. Hibbard, Esq., register in bankruptcy.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

I, Homer N. Hibbard one of the registers in bankruptcy in said court, upon good proof before me taken do find that the said Frederick R. Wilson has become a bankrupt within the true intent and meaning of the Revised Statutes of the United States title LXI. Bankruptcy and amendments thereof; and I do hereby declair- and adjudge him a bankrupt.

Witness my hand at Chicago, in the said — on the 7th day of September A. D. 1878.

H. N. HIBBARD,
Register in Bankruptcy.

(Endorsed:) Filed Feb'y 20, 1882. Wm. H. Bradley, clerk.

803 *Assignment of Bankrupt's Effects.*

In the District Court of the United States for the Northern District of Illinois.

In the Matter of FREDERICK R. WILSON, Bankrupt. In Bankruptcy.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

Know all men by these presents, that Robert E. Jenkins of Chicago in the county of Cook and State of Illinois in said district, has duly been appointed assignee in said matter.

Now, therefore, I, Homer N. Hibbard, one of the registers in bankruptcy of said district, by virtue of the authority vested in me by section 5044 of title LXI, Bankruptcy, of the Revised Statutes of the United States, do hereby convey and assign to the said Robert E. Jenkins, assignee as aforesaid, all the estate, real and personal, of the said Frederick R. Wilson, bankrupt aforesaid, including all the property of whatever kind of which he was possessed, or in which he was interested or entitled to have on the thirtieth day *od* August A. D. 1878, with all his deeds, books and papers relating thereto, excepting such property as is exempted from the operation of this assignment by the provisions of section 5045 of said Revised Statutes.

To have and to hold all the foregoing premises to the said Robert E. Jenkin*gs* and his heirs forever: in trust nevertheless, for the use and purposes with the powers, and subject to the conditions and limitations set forth in said act.

In witness whereof, I, the said register have hereunto set my hand, and caused the seal of said court to be affixed this fifteenth day *od* September A. D. 1879.

H. N. HIBBARD,
Register in Bankruptcy.

804–810 (Endorsed:) Filed this 15th day of Sept. A. D. 1879.
Wm. H. Bradley, cl'k.

In the District Court of the United States for the Northern District of Illinois.

In the Matter of FREDERICK R. WILSON, Bankrupt. In Bankruptcy.

NORTHERN DISTRICT OF ILLINOIS, *ss*:

To Robert E. Jenkin*gs*, Esq., of Chicago, in the county of Cook and State of Illinois:

I do hereby certify that you were duly appointed assignee of the estate and effects of the above named bankrupt at the first meeting of creditors on the fifteenth day of September A. D. 1879 subject to approval by the court and I do further certify that none of the creditors of said bankrupt had proved their claims nor were any present, or were duly represented at said meeting; and further that you are hereby required forthwith to notify the undersigned, a register in bankruptcy in the district aforesaid of your acceptance or rejection of said trust.

Dated at Chicago the fifteenth day of September A. D. 1879.

H. N. HIBBARD.

Approved:

H. W. BLODGETT,
District Judge.

To whom it may concern:

Be it known that I hereby signify my acceptance of the trust of assignee of the estate of the above named bankrupt this fifteenth day of September A. D. 1879.

R. E. JENKINS, *Assignee.*

(Endorsed:) Filed Feb'y 20, 1882 Wm. H. Bradley cl'k.

811 NORTHERN DISTRICT OF ILLINOIS, *ss*:

I, William H. Bradley, clerk of the district court *of the district court* of the United States, for said northern district of Illinois, do hereby certify the above and foregoing to be a true and correct copy of:

1. The order of adjudication as certified to me by H. N. Hibbard, register.
2. The notice of appointment of assignee as certified to me by H. N. Hibbard, register.
3. The deed to assignee, as certified to me by H. N. Hibbard, register.
4. The petition filed Febr'y 4, 1885.
5. The order entered Febr'y 4, 1885.
6. The final oath of the bankrupt.
7. The discharge of the bankrupt in the matter of Frederick R. Wilson, bankrupt in bankruptcy, as appears from the records of said court and the originals thereof now remaining in my custody and under my control.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at Chicago in said district this 26th day of March A. D. 1889.

[SEAL.] WM. H. BRADLEY, *Clerk.*

812 In the District Court of the United States for the Northern District of Illinois.

In the Matter of FREDERICK R. WILSON, a Bankrupt. In Bankruptcy.

To the Honorable Henry W. Blodgett, judge of the district court for the northern district of Illinois:

Your petitioner, George A. Seaverns, respectfully represents unto your honor that said Frederick R. Wilson, a bankrupt, filed his petition to be adjudicated as such on or about the 30th day of August 1878; that a deed of assignment of his effects was afterwards made and executed to Robert E. Jenkins, Esq., as assignee; that said Jenkins qualified as such and entered upon the discharge of his duties; that said bankrupt scheduled no real estate nor any interest in any real estate, and no personal property, except what was exempt, neither did he schedule any other assets of any kind whatsoever; that afterwards and on or about the 27th day of April, 1883, said Wilson subscribed the affidavit required for discharge, and his discharge in bankruptcy was issued accordingly.

Your petitioner further represents that he is a creditor of said bankrupt for the amount due upon a judgment which he obtained against said Wilson in the superior court of Cook county, Illinois, on the fourteenth day of July 1877 and prior to the time said Wilson went into bankruptcy; that there is now due your petitioner upon said judgment the sum of $1879.81, after allowing all just credits and deductions, and that your petitioner has filed the proof of his said claim with the said assignee.

813 Your petitioner further represents upon information and belief that at the time the said Wilson filed his said petition to be adjudicated a bankrupt he was and ever since that time he has been the owner of, or interested in a large amount of real —, to wit, the real estate herein, after described; that your petitioner, believing the said oath and petition of the said Wilson to be true, offered no opposition to his said discharge; that your petitioner has discovered the interest of the said Wilson in the real estate herein described within one month last past.

Your petitioner therefore prays that the said assignee may be directed by order of this honorable court to proceed and sell, for the benefit of the creditors of said bankrupt, the real estate herein referred to, to wit ;

The east half (½) of lot eleven (11) in block forty three (43) in the Canal Trustees' new subdivision of the south east fractional quarter (¼) of section twenty one (21) in township thirty nine (39) north, range fourteen (14) east of the third principal meridian.

Lot ninety seven (97) in Waller's subdivision of eighteen acres in the north-east quarter (¼) of section twenty eight (28) in township thirty nine (39) north range fourteen (14) east of the third principal meridian.

Lots thirteen (13) fourteen (14) and fifteen (15) in block fifty four (54) in the Canal Trustees' subdivision of section seven (7) in township thirty nine north, range fourteen (14) east of the third principal meridian.

Lots one (1), two (2) and three (3) in block five (5) in Flournoy's re-subdivision of Jones and Patrick's addition to Chicago, in section eighteen (18) in township thirty-nine (39) north, range fourteen (14) east of the third principal meridian.

814 Lots fourteen (14) fifteen (15) and thirty (30) in Pollock's subdivision of four (4) acres in the south half (½) of the south east quarter (¼) of section twelve in township thirty nine (39) north range thirteen (13) east of the third principal meridian.

Lots fifty one (51) fifty two (52) fifty three (53) fifty four (54) fifty five (55) fifty six (56) seventy one (71) seventy two (72) seventy three (73) seventy-five (75) seventy six (76) seventy seven (77) seventy eight

(78) seventy nine (79) eighty (80) eighty one (81) eighty two (82) eighty three (83) eighty four (84) eighty five (85) eighty six (86) eighty seven (87) eighty eight (88) ninety two (92) ninety three (93) ninety eight (98) and one hundred (100) in block two (2) in Swann's subdivision of the south twenty five (25) acres of the south east quarter (¼) of section four (4) in township thirty eight (38) north range fourteen (14) east of the third principal meridian.

Lots twenty four (24) and twenty five (25) in B. F. Johnson's subdivision of five (5) acres north of and adjoining the south thirty two and one half (32½) acres of the south east quarter (¼) of the south east quarter (¼) of section four (4) in township thirty eight (38) north, range fourteen (14) east of the third principal meridian, all of said above described real estate being situated in the county of Cook and State of Illinois.

GEO. A. SEAVERNS.

STATE OF ILLINOIS, } *ss:*
County of Cook, }

George A. Seaverns, being first duly sworn on oath deposes and says that he has read and subscribed the foregoing petition and that he knows the contents thereof, and that the same is true in substance and in fact, as he is informed and believes.

815 GEO. A. SEAVERNS.

Subscribed and sworn to before me this 17th day of June 1889.

[SEAL.] HENRY R. SMITH,
Notary Public.

(Endorsed :) Filed June 27, 1889. Wm. H. Bradley cl'k.

816 In the District Court of the United States for the Northern District of Illinois.

THURSDAY, *June* 27, 1889.

Present: Hon. Henry W. Blodgett, judge.

In the Matter of FREDERICK R. WILSON, Bankrupt. In Bankruptcy.

Upon reading and filing the petition of George A. Seaverns herein, it is ordered by the court that Robert E. Jenkins assignee of said bankrupt sell at public auction the interest of said bankrupt and of said assignee in and to the real estate mentioned and described in said petition, after giving notice of the time and place of said sale by publication thereof once a week for three consecutive weeks in the Chicago Daily Evening Journal. The property described in said petition being the following to-wit: The east half (½) of lot eleven (11) in block forty three (43) in the Canal Trustees' new subdivision of the south east fractional quarter (¼) of section twenty one (21) in township thirty nine (39) north, range fourteen (14) east of the third principal meridian.

Lot ninety-seven (97) in Waller's subdivision of eighteen acres in the north east quarter (¼) of section twenty eight (28) in township thirty nine (39) north range fourteen (14) east of the third principal meridian.

Lot- thirteen (13) fourteen (14) and fifteen (15) in block fifty four (54) in the Canal Trustees' subdivision of section seven (7) in township thirty nine (39) north, range fourteen (14) east of the third principal meridian.

Lots one (1) two (2) and three (3) in block five (5) in Flournoy's re-subdivision of Jones and Patrick's addition to Chicago, in
817 section eighteen (18) in township thirty nine (39) north range fourteen (14) east of the third principal meridian.

Lots fourteen (14) fifteen (15) and thirty (30) in Pollock's subdivision of four (4) acres in the south half (½) of the southeast quarter (¼) of section (12) in township thirty-nine (39) north range thirteen (13) east of the third principal meridian.

Lots fifty one (51) fifty two (52) fifty three (53) fifty four (54) fifty five (55) fifty six (56) seventy one (71) seventy two (72) seventy three (73) seventy five (75) seventy six (76) seventy seven (77) seventy eight (78) eighty (80) eighty one (81) eighty two (82) eighty three (83) eighty four (84) eighty fove (85) eighty-six (86) eighty seven (87) eighty eight (88) ninety two (92) ninety three (93) ninety eight (98) and one hundred (100) in block two (2) in Swann's subdivision of the south twenty-five (25) acres of the southeast quarter (¼) of section four (4) in township thirty eight (38) north range fourteen (14) east of the third principal meridian.

Lots twenty four (24) and twenty five (25) in B. F. Johnson's subdivision of five (5) acres north of and adjoining the south thirty two and one half (32½) acres of the south east quarter (¼) of the south east quarter (¼) of section four (4) in township thirty eight (38) north, range fourteen (14) east of the third principal meridian, all of said above described real estate being in the county of Cook and State of Illinois.

818 EXHIBIT A. R. E. J.

In the District Court of the United States for the Northern District of Illinois.

In the Matter of FREDERICK R. WILSON, Bankrupt. In Bankruptcy.

The undersigned, Robert E. Jenkins, assignee of the estate of said bankrupt hereby gives notice that he will sell at public auction for cash to the highest bidders on Saturday the 20th day of July A. D. 1889 commencing at 10 o'clock in the forenoon, and continuing until all the property herein after described shall be sold at the north or Adams Street entrance to the United States Government building in which said court is held in the city of Chicago in said district, all the right, title calim and interest of said bankrupt and of the undersigned assignee as aforesaid in and to the following described property to wit:

The east half of lot 11 in block 43 in Canal Trustees' new subdivision of south east fractional quarter of section 21 township 39 north, range fourteen east lot 97 in Waller's subdivision of eighteen (18) acres in the north east quarter of section 28 township 39 north range 14 east. Lots 13 14 15 in block 54 in Canal Trustees' subdivision of section 7 township (39) north, range 14 east. Lots 1 2 and 3 in block 5 in Flournoy's re-subdivision of Jones & Patrick's addition to Chicago in section 18 township 39 north, range 14 east. Lots 14 15 and 30 in Pollock's subdivision of four acres in south half of south east quarter of section 12 township (39 north), range 13 east. Lots 51, 52, 53, 54, 55, 56, 71, 72, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 92, 93, 98, 100 in block 2 in Swann's subdivision of the south 25 acres of south east quarter of section 4
township 38 north range fourteen east.
819 Lots 24 and 25 in B. E. Johnson's subdivision of five (5)
acres north of and adjoining the south thirty two and one half acres of south east quarter of southeast quarter of section 4 township 38 north range 14 east, all of said above de-crived real estate being situated in the county of Cook and State of Illinois.

All of said property will be sold subject to all liens and encumbrances, and said sale is subject to approval of court.

ROBERT E. JENKINS,
Assignee as Aforesaid.

Chicago, June 27, 1889.

This is to certify that the annexed notice was published in the Chicago Daily Evening Journal a newspaper of general circulation printed and published in the city of Chicago, county of Cook, and State of Illinois, three times, being one time a week for three successive weeks, the date of the first paper containing the same being the 28th day of June 1889 having been published and issued on that day, and the date of the last paper containing the same being the 12th day of July 1889 being published and issued on that day, and that I have received eleven and 28/100 dollars for publishing the same.

Dated at Chicago, July 17, 1889

[L. S.] JOHN R. WILSON, *Publisher.*

820 In the District Court of the United States for the Northern District of Illinois.

In the Matter of Frederick R. Wilson, Bankrupt. In Bankruptcy.

To the Honorable Henry W. Blodgett, judge of said court:

The report of the undersigned, Robert E. Jenkins, assignee of the estate and effects of said bankrupt, respectfully represents:

That pursuant to the order of said court, entered herein on the 27th day of June A. D. 1889, and the statute in that behalf provided, the undersigned assignee as aforesaid gave notice of the sale of certain property of said estate herein after described, by advertisement for three consecutive weeks in the newspaper called the Chicago Daily Evening Journal published in the city of Chicago, which said notice was so published on three Fridays of — *an* the respective dates following to wit: June 28th and July 5th and July 12th A. D. 1880, and a copy of such notice with the publisher's certificate is attached hereto and made part hereof being marked Exhibit A.

And the undersigned assignee as aforesaid further reports that pursuant to such notice and at the time and place therein specified, to wit. on Saturday, the twentieth day of July A. D. 1889, commencing at ten o'clock in the forenoon, at the north or Adams Street entrance to the United States Government building in which said court is held in the city of Chicago, in said district the undersigned
assignee as aforesaid, did offer as aforesaid, for sale at public
821 auction for cash to the highest bidders, all the right, title, claim
and interest of the said bankrupt, and of the undersigned assignee as aforesaid in and to the following described property to wit:

The east half of lot eleven (11) in block forty-three (43) in Canal Trustees' new subdivision of south east fractional quarter of section twenty-one (21) township thirty-nine (39) range fourteen (14) east and thereupon Taylor A. Snow offered fore said property so exposed for sale the sum of $250.00 which was the highest bid offered for said property, and the same was duly struck off and sold to said bidder.

Also lot ninety-seven (97) in "Waller's subdivision of eighteen (18) acres in the north east quarter of section twenty-eight (28) township thirty-nine (39) range fourteen (14) east, and thereupon Taylor A. Snow offered for said property so exposed for sale the sum of $25.00 which was the highest bid offered for said property, and the same was duly struck off and sold to the bidder.

Also lots thirteen (13) fourteen (14) and fifteen (15) in block fifty-four (54) in Canal Trustees' subdivision in section seven (7) township thirty-nine (39) north range fourteen (14) east, and the said lots having been first offered separately, and their having been offered in separate parcels of any two thereof, and there being no bid or bids for the same when thus offered, thereupon the whole were offered as aforesaid, and Taylor A. Snow offered for the same the sum of $100 which was the highest bid, and the same were duly stricken off and sold.

Also lots (1) two (2) and three (3) in block five (5) in
822 Flournoy's re-subdivision of Jones and Patrick's addition to
Chicago, in section 18 township thirty-nine (39) north range fourteen (14) east, and the said — having been offered separately, and then having been offered in separate parcels of any two thereof, and there being no bid or bids for the same when thus offered, thereupon the whole thereof were offered as aforesaid, and Taylor A. Snow offered for the same the sum of $75.00 which was the highest bid, and the same were struck off and sold;

Also lots fourteen (14) fifteen (15) and thirty (30) in Pollock's subdivision of four acres in the south half of south east quarter of section twelve (12) township thirty nine (39) north range thirteen (13) east; and the said lots having been first offered separately, and then having been offered in separate parcels of any two thereof, and there being no bid or bids for the same when thus offered, thereupon the whole thereof were offered as aforesaid, and Taylor A. Snow offered for the same the sum of $25.00 which was the highest bid and the same were duly struck off and sold.

Also lots fifty one (51) fifty two (52) fifty three (53) fifty four (54) fifty five (55) fifty six (56) seventy one (71) seventy two (72) seventy three (73) seventy five (75) seventy six (76) seventy seven (77) seventy eight (78) seventy nine (79) eighty (80) eighty one (81) eighty two (82) eighty three (83) eighty four (84) eighty five (85) eighty six (86) eighty seven (87) eighty eight (88) ninety two (92) ninety three (93) ninety eight (98) and *and* one hundred (100) in block two (2) in Swann's subdivision of the south twenty five (25) acres of south east quarter of section four (4) township thirty eight
823 (38) north range fourteen (14) east and the said lots having
been first offered separately, and then having been offered in separate parcels of any two thereof, and also in separate parcels any number thereof less than the whole and there being no bid or bids for the same when thus offered, thereupon the whole thereof were offered as aforesaid and Taylor A. Snow bid for the same the sum of $135 which was the highest bid offered, and the same were duly struck off and sold to said bidder.

Also lots twenty four (24) and twenty five (25) in B. F. Johnson's subdivision of five (5) acres north of and adjoining the south thirty two and one half acres of south east quarter of south east quarter of section four (4) township thirty eight (38) north range fourteen (14) east, and the said lots having been first offered separately, and there being no bid for the same when thus offered, thereupon both of the same were offered together as aforesaid, and Taylor A. Snow bid for them the sum of $50 which was the highest bid and the said lots were duly struck off and sold to said bidder.

All the property hereinbefore described being situated in the county of Cook and State of Illinois, and the same was sold subject to all liens and encumbrances.

Which is respectfuly submitted.

ROBERT E. JENKINS,
Assignee as Aforesaid.

STATE OF ILLINOIS, } ss:
County of Cook, }

Robert E. Jenkins, being duly sworn on oath states that he has read and signed the foregoing report and knows the contents thereof, and that the statements therein contained are true.

824 ROBERT E. JENKINS.

Subscribed and sworn to before me this 22nd day of July A. D. 1889.

[SEAL.] ADDISON L. GARDNER,
Notary Public.

(Endorsed:) Filed July 22, 1889 Wm. H. Bradley, cl'k.

In the District Court of the United States for the Northern District of Illinois.

MONDAY, *July* 22, 1889.

Present: Hon. Henry W. Blodgett, judge.

In the Matter of FREDERICK R. WILSON, Bankrupt. In Bankruptcy.

Upon reading and filing the report of Robert E. Jenkins Es-., assignee herein of the sale of certain assets of said bankrupt's estate, it is ordered that said sale be and the same is hereby confirmed and said report of sale is approved.

In the U. S. District Court for the Northern District of Illinois, Northern Division.

In the Matter of FREDERICK R. WILSON, Bankrupt.

To the Honorable Henry W. Blodgett, judge of the district court:

825 Your petitioner Frederick R. Wilson respectfully shows unto your honor that on the 27th day of June A. D. 1889, an order was entered in this cause directiong the assignee to sell the east half of lot 11 in block 43 in Canal Trustees' new subdivision of the southeast quarter of section 21 in township 39 north, range fourteen (14) east of the 3rd P. M. in Cook county, Illinois, and many other pieces of real estate located in said Cook county,

that said sale was made and confirmed by this honorable court on the 22nd day of July A. D. 1889.

Your petitioner prays that said order of confirmation, the said sale and the order therefore may be set aside and for reason shows unto your honor that within the past three years he has acquired title to several of said pieces of property that the property so acquired and appearing of record in his name is worth not less than $30,000 but that the same was sold for the utterly inadequate sum of $660 and that said east half of lot 11 is worth not less than $17,000 but was sold at said sale for $250 to one Taylor A. Snow, who is acting in the interest of Henry Gage. That the said Gage has a tax claim upon said premises, has been for the past six or eight months engaged in litigation with your petitioner in the superior court of said Cook county, in an effort to take away said premises from him, that the petition for said sale was filed at the instigation of the said Gage, who will use the title so acquired to harass and annoy and further cloud the title of your petitioner. He says that he is willing to repay to said Snow the said sum of $250 so paid by him in case your honor sets aside said sale.

Your petitioner further shows unto your honor that so far as he can learn from the docket no debts have ever been proven against his estate and that if the debts scheduled all but about $2100 were
satisfied in full many years ago and that by the 2nd sale
826 ordered by this court more than sufficient has been realized
to extinguish every debt scheduled.

Your petitioner further shows that although he received notice of the 2nd sale and although he is in actual possession of said premises sold as aforesaid neither did he nor did any of his agents attorneys or tenants receive any notice whatever that application had been made to sell, that said first sale would take place or that it had taken place and was confirmed until after such confirmation and he learned it then by notice of the second sale only.

For these several reasons, want of notice of said sale and of the application therefore to which your petitioner thinks by reason of the long lapse of time since his bankruptcy and other reasons already stated he was entitled inadequacy of price paid for said premises and the fact that a sufficient sum had been realized by the assignee to extinguish the entire indebtedness of petitioner without the proceeds of the first sale, and want of any proofs of debts against the estate, your petitioner prays your honor to set aside the said first sale upon such conditions as your honor may deem just and proper.

FREDERICK R. WILSON.

STATE OF ILLINOIS, }
Cook County, } *ss:*

Frederick R. Wilson being duly sworn deposes and says that he is the petitioner above named, that he has read the above petition, and subscribed the same and that all the matters therein set forth are true as stated.

FREDERICK R. WILSON.

Subscribed and sworn to before me this 16th day of September, 1889.

[NOTARIAL SEAL.] CHAS. S. THORNTON,
Notary Public.

827

(Endorsed:) Filed Sep'r 17, 1889. Wm. H. Bradley, cl'k.

In the District Court of the United States for the Northern District of Illinois.

WEDNESDAY, *November* 6, 1889.

Present: Hon. Henry W. Blodgett, judge.

In the Matter of FREDERICK R. WILSON, Bankrupt. In Bankruptcy.

Now come the parties by their attorneys, and now comes on to be heard the petition of said bankrupt to set aside the sale mentioned in said petition, and the court after hearing the arguments of counsel thereon overrules said petition.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

I, William H. Bradley, clerk of the district court of the United States for the northern district of Illinois, do hereby certify the above and foregoing to be a true and correct copy of the petition of George A. Seaverns filed June 27, 1889: order entered June 22, 1889 report of sale filed July 22, 1889; order entered July 22, 1889; petition of bankrupt filed September 17, 1889 and order entered Nov. 6, 1889 in the matter of Frederick R. Wilson, bankrupt, in bankruptcy as the same appears from the originals thereof
828–893 now remaining in my custody and control.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at my office in Chicago, in said district, this 15th day if November A. D. 1889

[SEAL.] WM. H. BRADLEY, *Clerk.*

* * * * * * *

894 The foregoing was all the evidence offered in said cause.

Inasmuch as the foregoing matters do not otherwise appear of record the complainant and the defendants H. H. Gage and Taylor A. Snow pray that the said court would set his hand and seal to this certificate of evidence, which is accordingly done this third day of September, 1901.

ARTHUR H. CHETLAIN, *Judge.* [SEAL.]

Presented Sept. 3, 1901.
ARTHUR H. CHETLAIN, *Judge.*

895 STATE OF ILLINOIS, } *ss:*
County of Cook, }

I, John A. Linn, clerk of the superior court of Cook county, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be a true, perfect and complete transcript of the record, except the certificate of evidence, the original of which is by stipulation of the parties incorporated herein and made a part hereof, in a certain cause lately pending in said court on the chancery side thereof, wherein Fannie N. Dresser Cramer was complainant and Frederick R. Wilson *et al.*, defendants.

In witness whereof, I have hereunto set my hand, and affixed the seal of said court, at Chicago, this 4th day of September, A. D. 1902.

[SEAL.] JOHN A. LINN, *Clerk.*

896 STATE OF ILLINOIS:

Supreme Court of Illinois, December Term, A. D. 1902.

FANNIE N. DRESSER CRAMER, Formerly Fannie N. Dresser, *vs.* FREDERICK R. WILSON, HENRY H. Gage, and Taylor A. Snow.	Error to the Superior Court of Cook County.

Assignment of Errors.

And now comes the said plaintiff in error by F. W. Becker her solicitor, and says that in the record and proceedings aforesaid there is manifest error in this, to-wit:—

First. The court below erred in entering the final decree herein.

Second. The court below erred in finding in said decree that the land in question was owned in fee simple by Frederick R. Wilson at the time of the filing of the bill herein; that from May 24th, 1864 to July 6th, 1877, the said Wilson was in possession of said premises, and that from thence to the death of Julia Wilson (Dec. 15th, 1887) she remained in possession of said premises; that such possession of F. R. Wilson coupled with that of Julia Wilson continued over a period of more than 20 years prior to the filing of the bill herein; that the deed *og* July 6th, 1877 was a conditional sale of the premises described therein and conveyed to said Julia Wilson the title of F. R. Wilson; that within two or three months after the execution and delivery thereof, by reason of the inability of 897 F. R. Wilson to comply with the terms and condition of said sale entitling him to a reconveyance thereof, and in virtue of the agreement of the parties to said deed, said conveyance ceased to be a conditional sale and became an absolute sale, and the title thereto became absolutely vested in Julia Wilson; that upon the death of Julia Wilson the land became vested in F. R. Wilson, her only heir at law and devisee; that defendant Snow acquired no interest in said premises by the deed from the assignee in bankruptcy; that F. R. Wilson was and is the legal owner of said premises.

Third. The decree of the court below is contrary to the law and the evidence.

By reason whereof said plaintiff in error prays that said decree may be reversed, etc.

FANNIE N. DRESSER CRAMER,
By F. W. BECKER, *Her Sol'r.*

898 *Assignment of Cross Errors on Behalf of Defendant H. H. Gage.*

In the Supreme Court of Illinois, December Term, 1902.

FANNIE N. DRESSER CRAMER, Plaintiff in Error,
vs.
FREDERICK R. WILSON, HENRY H. GAGE, ET AL., Defendants in Error.

Now comes the said Henry H. Gage one of the defendants in error above named, and says that in the record and proceedings aforesaid there is manifest error, to-wit:—

First. The court erred in admitting evidence for the defendant, F. R. Wilson, over the objection of this defendant.

Second. The court erred in refusing evidence offered by and on behalf of this defendant.

Third. The court erred in finding the title to the property in question was in the defendant F. R. Wilson.

Fourth. The court erred in not finding that the title to the property in question was in this defendant.

Fifth. The court erred in removing as clouds on the title, the tax titles which this defendant had bought up in order to clear his title of record from the Government, without first requiring payment of the amounts paid by the several purchasers at tax sale, whose claims had been assigned to this defendant.

Sixth. The court erred in not fixing a time within which the amount of tax sales and interest thereon shall be paid to this defendant.

Seventh. The court erred in not awarding this defendant a judgment for his costs in this proceeding.

Eighth. The court erred in finding that the possession of Julia Wilson and Frederick R. Wilson was continuous during 899 twenty years; whereas the fact is that said possession was interrupted by conveyance not coupled with transfer of possession.

Ninth. The court erred in finding the tax deeds mentioned in the decree, and each of them, void and irregular.

Tenth. The decree of the court is contrary to the evidence.

Eleventh. The decree of the court is contrary to the law.

Wherefore the said H. H. Gage prays that the said decree may be reversed, annulled and held for nothing and that he may be restored to all things which he has lost by reason thereof.

CHILDS & HUDSON,
Solicitors for said Defendants in Error.

900 In the Supreme Court of Illinois, December Term, 1902.

FANNIE N. D. CRAMER, Plaintiff in Error,
vs.
FREDERICK R. WILSON, T. A. SNOW, ET AL., Defendants in Error.

Assignment of Cross Errors for T. A. Snow.

Now comes the said T. A. Snow, one of the defendants in error above named and says that in the proceedings aforesaid there is error in this, to-wit:—

First. The court erred in admitting evidence for the defendant in error F. R. Wilson, over the objections of this defendant.

Second. The court erred in refusing evidence offered by this defendant.

Third. The court erred in finding the title to the property to be in Frederick R. Wilson.

Fourth. The court erred in not finding the title to the property in question to be in this defendant.

Fifth. The court erred in not awarding judgment to this defendant for his costs.

Sixth. The court erred in finding that the possession of defendant Frederick R. Wilson, and of his sister, Julia Wilson, was adverse to this defendant, and was continuous during twenty years, whereas in fact said possession accrued to this defendant through the bankruptcy proceedings of said Frederick R. Wilson.

Seventh. The court erred in finding that no title passed to the assignee in bankruptcy upon said Frederick R. Wilson being adjudicated bankrupt.

Eighth. The court erred in not finding that Frederick R. Wilson was at the time of being declared bankrupt, owner of the equity of redemption of the property in question, and said property passed to the assignee in bankruptcy, through whom this defendant
901 claims.

Ninth. The court erred in finding that the conveyance from F. R. Wilson to his sister dated in 1877 and recorded in 1885 was a conditional sale.

Tenth. The court erred in not finding that the conveyance from F. R. Wilson to his sister, Julia Wilson, was a trust deed and that said F. R. Wilson thereafter still remained the owner of the lands subject to said trust deed.

Eleventh. The decree of the court is contrary to the evidence.

Twelfth. The decree of the court is contrary to the law.

Thirteenth. The court erred in removing as a cloud the claim of this defendant without awarding payment of the amount paid by him or his grantee for taxes.

Wherefore the said T. A. Snow prays that the said decree may be reversed, and that he may be restored to all things which he has lost by reason thereof.

CHILDS & HUDSON,
Solicitor- for said Defendant in Error.

902 And afterwards, to wit: on the 11th day of December, A. D. 1902 certain proceedings were had in said court and orders made and entered of record, among which is the following, viz:

FANNIE N. DRESSER CRAMER
vs.
FREDERICK R. WILSON, HENRY H. Gage, and Taylor A. Snow.
} 2837. Error to Cook Superior.

Now on this day come the parties hereto, and this being one of the days set apart for the call of the docket under the rules of this, court, and it appearing to the court that plaintiff in error hath filed herein a duly certified transcript of the record and proceedings of the court below, together with printed abstracts thereof, and briefs and arguments of counsel in support of errors assigned herein, and entered motion to reverse the judgment and remand said cause and for costs, and the said defendants in error having entered motion to affirm said judgment and for costs and *procedendo*, and said motions being taken under advisement for final hearing, and the clerk of this court reporting that said cause is now ready to be taken, and said cause is here submitted for the consideration and judgment of the court:

Therefore it is ordered by the court that this cause be and the same is hereby taken under advisement:

903 At a supreme court, begun and held at Springfield on Tuesday, the third day of February, in the year of our Lord one thousand nine hundred and three, within and for the State of Illinois.

Present: Benjamin D. Magruder, chief justice; Jacob W. Wilkin, justice, Joseph N. Carter, justice, James H. Cartwright, justice, Carroll C. Boggs, justice, John P. Hand, justice, James

B. Ricks, justice, Howland J. Hamlin, attorney general. Charles M. Woods, sheriff.

Attest: CHRISTOPHER MAMER, *Clerk.*

Be it remembered, to-wit: on the eighteenth day of February, A. D. 1903, the same being one of the days of the term of court aforesaid, the following proceedings were by said court, had and entered of record, to-wit:

FANNIE N. DRESSER CRAMER *vs.* FREDERICK R. WILSON, HENRY H. GAGE, Taylor A. Snow.	No. 2837. Error to Cook Superior.

And now on this day this cause having been argued by counsel, and the court having diligently examined and inspected as well the record and proceedings aforesaid, as the matters and things therein assigned for error, and being now sufficiently advised of and concerning the premises, it is considered by the court, that the decree aforesaid be modified so as to require the amount found to be due Henry H. Gage, with interest at five per centum per annum from the date of the decree, to be paid within ninety days from the date of the entry of the judgment in this court, and that in default of payment the bill stand dismissed as to Henry H. Gage, so far as it affects the tax titles held by him upon said premises, and in all other respects the said decree be affirmed and stand in full force and effect.

And it is further considered by the court that said Henry H. Gage recover of and from the said appellant his costs in this and the court below, in this behalf expended, and that he have execution therefor.

904 At a supreme court, begun and held at Springfield on Tuesday, the third day of February, in the year of our Lord one thousand nine hundred and three, within and for the State of Illinois.

Present: Benjamin D. Magruder, chief justice; Jacob W. Wilkin, justice, Joseph N. Carter, justice, James H. Cartwright, justice, Carroll C. Boggs, justice, John P. Hand, justice, James B. Ricks, justice, Howland J. Hamlin, attorney general. Benjamin H. Brainerd, sheriff.

Attest: CHRISTOPHER MAMER, *Clerk.*

Be it remembered, that afterwards, to-wit, on the eighteenth day of February, 1903, the opinion of the court was filed in the words and figures following, to-wit:

FANNIE N. D. CRAMER vs. FREDERICK R. WILSON. } No. 2837. Error to Cook Superior. Appeal from ——.

905 Docket No. 2837—Agenda 14—Northern Div.—Dec., 1902.

FANNIE N. DRESSER CRAMER
v.
FREDERICK R. WILSON ET AL.

Mr. Justice HAND delivered the opinion of the court:

This is a bill in chancery filed February 1, 1888, by the appellant, Fannie N. Dresser, (now Fannie N. Dresser Cramer,) in the superior court of Cook county, for the partition of certain premises described in the bill, located in the city of Chicago, between herself and Lilly Belle Dresser, who are alleged to be the owners of the patent title, Fannie N. being the owner of the undivided two-thirds and Lilly Belle the owner of the undivided one-third thereof. Henry H. Gage and Julia Wilson, who, it was alleged, held certain tax titles upon said premises, were made parties defendant, to the end that the tax titles held by them, respectively, might be removed as clouds upon the title of Fannie N. and Lilly Belle Dresser in said premises. After the commencement of the suit Frederick R. Wilson appeared and suggested the death of Julia Wilson, testate, prior to the commencement of the suit, and that he was her sole legatee and executor, and the suit was abated as to Julia Wilson and Frederick R. Wilson was substituted as a defendant in her stead, and filed an answer, in which he alleged that Julia Wilson was the owner of said premises at the time of her death, which occurred upon December 15, 1887, by virtue of a conveyance thereof made to her by him on July 6, 1877, and that the title thereto, upon her death, vested in him by virtue of her will, and that he was then the owner thereof. Henry H. Gage filed an answer setting up his tax titles, and averring that pending the suit he had purchased all interest of Lilly Belle Dresser in the premises and was then the owner thereof, and replications having been filed and the cause being at issue, but before final decree, it was developed that Frederick R. Wilson had been adjudged a bankrupt on August 31, 1878, and that Robert E. Jenkins was appointed his assignee; that as such assignee, by order of court entered on July 20, 1889, he sold all the interest of Frederick R. Wilson in said premises to Taylor A. Snow for the sum of $250; that the sale had been approved by the court, and that the court had refused to vacate the order approving the sale upon the application of Frederick R. Wilson. The pleadings were then amended, and Robert E. Jenkins and Taylor A. Snow were made parties
906 defendant and appeared and filed answers, and Taylor A. Snow filed a cross-bill, which was also answered, and upon hearing

a decree was entered finding that at the commencement of the suit Fannie N. Dresser and Lilly Belle Dresser were the owners of the premises; that after the commencement of the suit Lilly Belle Dresser conveyed her interest to Henry H. Gage, and that at the time the decree was entered Fannie N. Dresser owned two-thirds and Henry H. Gage one-third thereof in fee; that Julia Wilson died testate, and that Frederick R. Wilson took all the title and interest which she had in the premises at her death; that Robert E. Jenkins, assignee, sold all the interest of Frederick R. Wilson in the premises to Taylor A. Snow, which interest passed to Taylor A. Snow under said sale, and that Fannie N. Dresser and Henry H. Gage had an amicable arrangement with said Taylor A. Snow as to his title. Frederick R. Wilson sued out a writ of error from this court to review said decree, and the decree was reversed (Wilson v. Dresser, 152 Ill. 387,) and the cause remanded, with directions to the superior court to allow such amendments to the pleadings as either party might desire to make, and to allow either of them to offer any additional competent proof. Upon the cause being re-instated in the superior court the pleadings were amended, but not in such manner as to change the issues presented on the former trial, and some additional evidence was offered. The cause was heard in open court and a decree entered in favor of Frederick R. Wilson establishing his title to the premises, subject to the payment of $3162.62 for taxes and interest in favor of Henry H. Gage, and Fannie N. Dresser has prosecuted an appeal to this court to reverse said decree, and Henry H. Gage and Taylor A. Snow have each assigned cross-errors.

It appears that Fannie N. Dresser, shortly prior to the commencement of this suit, was the owner of the patent title to the premises sought to be partitioned; that for the purpose of clearing her title of the claim of Julia Wilson, who, together with her grantor, had been in possession of the premises under a tax title since May 24, 1864, she, through an arrangement with Henry N. Gage, who also held certain tax titles upon the premises but was out of possession, conveyed the undivided one-third of said premises to Lilly
907 Belle Dresser for the consideration of one dollar, and there-
upon filed a bill against Lilly Belle Dresser for a partition of the premises, making Henry H. Gage and Julia Wilson parties defendant, and set up their claims, respectively, under the said tax titles, alleging that said tax titles were invalid, and asked to have the same set aside as clouds upon the patent title to the premises, and averred that she and Lilly Belle Dresser were unable to agree upon a division of the premises and prayed for a partition thereof. The suit was clearly collusive as between Fannie N. Dresser, Lilly Belle Dresser and Henry H. Gage, as there was no matter in controversy between them, or either of them, in regard to the title or the partition of said premises, as it appears from the recitals in a contract in writing between the Dressers and Henry H. Gage, found in the record, that on the same day that appellant conveyed a one-third

interest in the premises to her sister, Lilly Belle Dresser, and on the day before the bill was filed, the Dressers claimed to be the owners of the premises; that Henry H. Gage desired to purchase such interests; that the Dressers were to institute proceedings to clear the title thereto from adverse claims, and that when the title had been cleared the premises were to be conveyed to Henry H. Gage. It farther appears that soon after the suit was commenced Lilly Belle Dresser conveyed her interest in the premises to Henry H. Gage, and the court found in the first decree which was entered in this case, that the appellant and Henry H. Gage had entered into an amicable arrangement with Taylor A. Snow in regard to the interest which he had in said premises, derived through the assignee's sale.

What action the court should have taken with reference to a dismissal of the case had a motion been made to dismiss as soon as it appeared that the Dressers, Jenkins and Snow were only nominal parties and that Henry H. Gage was the real party in interest, and that the only interests adverse to each other were those of Henry H. Gage and Frederick R. Wilson, need not be decided, as that question was not raised below, and a final decree having been entered upon the merits, we will consider the cause upon its merits here.

The validity of the tax titles held by Henry H. Gage will not be considered. They are held invalid by the decree, and no attempt is made to sustain them in argument or to point out to this
98 court wherein the court erred in holding them invalid. The only objection made to the decree in that regard is, that it did not fix a time when the amount of money found to be due Henry H. Gage on account of taxes paid by him should be repaid to him by Frederick R. Wilson.

The court below found that Frederick R. Wilson had a good title to the said premises under the twenty years limitation statute, and the objections urged against the holding of the court are, *first*, that the possession of said premises was not delivered to Julia Wilson on July 6, 1877, or at any other time after the time Frederick R. Wilson conveyed the same to her, the effect of which, it is said, was to stop the running of the statute of limitations; and *second*, that the title of Frederick R. Wilson was divested by the assignee's sale and transfer to Taylor A. Snow, and that that question is *res judicata* by reason of the proceedings had in the United States district court, wherein the bankruptcy proceedings were pending.

The premises were sold for taxes, and Frederick R. Wilson received a tax deed therefor on May 24, 1866, and immediately went into possession thereof and remained in possession until July 6, 1877, when he conveyed the premises to his sister, Julia Wilson. Frederick R. Wilson testified, and he is not contradicted, that Julia Wilson took possession of the premises on July 6, 1877, and remained in possession thereof, through her tenants, until the time of her death, December 15, 1887, when he resumed possession as devisee under the will of Julia Wilson, deceased, from which it appears that Frederick R. Wilson and Julia Wilson had been in possession of the premises more than twenty years prior to the commencement of this suit. That the possession of Frederick R. and Julia Wilson was adverse, during that period, to the owners of the patent title, is too plain for argument. It is said, however, that the testimony of Frederick R. Wilson to the effect that Julia Wilson took possession under the deed made by him to her and remained in possession until her death is uncertain and contradictory and not worthy of belief. The chancellor heard the testimony of Frederick R. Wilson and was in a better position than we to say whether or not it should be believed, and we cannot say it is manifestly untrue. (Van Vleet *v.* De Witt, 200 Ill. 153.) When the case was here before, the testimony 909 on that proposition was substantially the same as it is found in this record, and in considering the proposition as it was then presented it was said (p. 390): "He shows a deed to himself for the property from the city of Chicago, dated May 24, 1864, and that he and his sister, Julia Wilson, remained in possession to the bringing of this suit." And again (p. 391): "The evidence shows that at that time (the time when Frederick R. Wilson was adjudged a bankrupt) he had no interest, having more than a year prior to that date, July 6, 1877, conveyed it to Julia Wilson, and the evidence is undisputed as to the fact that she took possession under that deed and retained it, by her tenants, to the date of her death, and that her tenants remained in such possession when this suit was begun."

We think the evidence justified the chancellor in holding that Frederick R. and Julia Wilson were in possession of the premises for more than twenty years prior to the bringing of this suit, and that Frederick R. Wilson had a good title by limitation, unless it was cut off and defeated by the assignee's sale to Taylor A. Snow. If Frederick R. Wilson sold and conveyed the premises to Julia Wilson on July 6, 1877, and she took possession of the premises, it is plain that at the time he was adjudged a bankrupt, August 31, 1878, he had no title to the premises which his assignee could sell and convey, and that Taylor A. Snow took no title at such sale. It is said, however, that the deed to Julia Wilson was not an absolute sale, but was made to secure a debt, and was constructively a mortgage, and that an equity of redemption remained in Frederick R. Wilson, which would pass to Snow as purchaser at the assignee's sale. Frederick R. Wilson testified that at the time the deed was made and delivered he was indebted to his sister, Julia, and that the premises, together with a large number of other lots in Chicago in which he had an interest, were conveyed to her to secure the payment of said indebtedness, but that in a short time thereafter, he being unable to pay the taxes on the property and finding he could not re-pay to her the amount due her, it was agreed between them that the conveyance should be considered an absolute sale, and

it was thereafter treated by them as an absolute sale and conveyance
of the interest in said premises of Frederick R. Wilson to
910 Julia Wilson. The conveyance, under that arrangement,
became absolute long before Frederick R. Wilson was adjudged a bankrupt.

We have repeatedly held that when land has been transferred by a deed absolute in form, though intended as a security for the payment of a debt, the payment of the debt may be abandoned and the deed treated as an absolute conveyance although originally intended as a mortgage, and that such arrangement may be made by parol and be binding. (Maxfield *v.* Patchen, 29 Ill. 39; West *v.* Reed, 55 *id.* 242; Carpenter *v.* Carpenter, 70 *id.* 457; Seymour *v.* Mackay, 126 *id.* 341; Scanlan *v.* Scanlan, 134 *id.* 630.) In Maxfield *v.* Patchen, *supra,* it was said (p. 42): "The right to treat this contract as a security for a loan, being a verbal secret understanding between the parties not appearing in the written agreement, may be shown to have been voluntarily abandoned, altered or rescinded by the agreement of the parties. If it appeared in the written agreement, then a regular foreclosure, a release or satisfaction would be necessary." In Carpenter *v.* Carpenter, *supra* (p. 462): "While it is true Felt held as mortgagee, the complainant had the right to abandon the payment of the debt and cancel the secret agreement between him and Felt, and treat the conveyance to Felt as an absolute deed instead of a mortgage."

The United States district court on June 27, 1889, upon the petition of George A. Severns, a creditor of Frederick R. Wilson, ordered Wilson's assignee to sell all the interest of Frederick R. Wilson in the premises in question. The assignee advertised the same for sale, and on July 20, 1889, sold the interest of Frederick R. Wilson therein to Taylor A. Snow for $250, and on July 22, 1889, said sale was confirmed. On September 17, 1889, Frederick R. Wilson filed a petition in said court to set aside and vacate the sale and the order confirming the same, and the prayer of the petition was denied. We are of the opinion that order is not *res judicata* of the question involved here, for the reason that the assignee was directed to sell only the interest of Frederick R. Wilson in the premises, which was the interest which he had on August 31, 1878,—the day on which he was adjudged a bankrupt. On that day he had no interest in the premises. The doctrine of *caveat emptor* applied to the sale and the purchaser obtained nothing, but as he had purchased and paid to the assignee $250 for the interest of
911 Frederick R. Wilson in the property, which became an asset
for the payment of debts, the court might readily decline to set aside the sale, although it was apparent that Frederick R. Wilson had no interest in the premises sold and that the purchaser obtained no title thereto. The purchaser obtained all that was sold, viz., the interest of Frederick R. Wilson in the premises. If Wilson had no interest in the premises the purchaser obtained no interest by his purchase. He obtained, however, all he bought, and the fact

that Frederick R. Wilson did not own the property was no reason why the sale should be vacated and the $250 paid to the assignee as purchase money returned to Taylor A. Snow on the petition of Wilson. The refusal of the court to set aside the sale and vacate the order confirming the same was not an adjudication that Frederick R. Wilson was the owner of the premises or had any interest therein, as that question was not necessarily involved in the proceeding, and it does not appear that it was adjudicated, the record simply being to the effect that the prayer of the petition to vacate the order approving the sale and to set aside the sale was denied. Furthermore, the interest the assignee sold to Taylor A. Snow was the interest of Frederick R. Wilson, and not the interest of Julia Wilson. The interest in the premises which Frederick R. Wilson now claims in this suit is the interest which he received as devisee under the will of Julia Wilson. The United States district court passed, at most, upon the question of whether or not Frederick R. Wilson had an interest in the premises which passed to his assignee when Wilson was adjudged a bankrupt, and did not attempt to, and could not, settle the interest of Julia Wilson in the premises. Suppose the proceedings in the United States court had taken place during the lifetime of Julia Wilson and the same orders had been made which were made; would it be claimed they would be binding upon Julia Wilson and she deprived of this property? Not having been a party to the proceeding she would not be bound by the order of sale or the order refusing to set aside the order of confirmation; then why should her devisee be bound, be he Frederick R. Wilson or a stranger? In other words, the title under which Frederick R. Wilson now claims was not adjudicated upon by the United States district court, but if any title was passed upon it was another and
912 different title,—that is, the title of Frederick R. Wilson,—and
an adjudication as to his title is not an adjudication of the title now before the court, which he obtained through the will of Julia Wilson, deceased. The question now before the court is not, therefore, *res judicata*.

Before the doctrine of *res judicata* can be invoked here it must appear that the adjudication relied upon was between the same parties, suing or defending in the same capacity, and that it involved the same question which is now presented for judicial determination. The question presented for determination in this suit is not identical with that passed upon by the United States district court, and one of the parties appearing here appeared there in a different capacity from what he does here. In McCartney *v.* Osburn, 118 Ill. 403, it was said (p. 410): "Before a former decision can be successfully invoked as an estoppel in another suit between the same parties, it must appear that the question is the same in both cases and that the court in the former suit had power and jurisdiction to determine it." And in White *v.* Sherman, 168 Ill. 589 (p. 612): "Former adjudication, to constitute a bar, must have been on what was actually in issue, and the determination of which was essential to the judgment."

In Rathbone *v.* Honey, 58 N. Y. 463, the court said (p. 467): "A judgment against a party sued as an individual is not an estoppel in a subsequent action in which he sues or is sued in another capacity or character. In the latter case he is, in contemplation of law, a distinct person and a stranger to the prior proceedings and judgment.—Robinson's case, 5 Co. 32, 36; Jackson *v.* Mills, 13 J. R. 463; Sinclair *v.* Jackson, 8 Cow. 565; Jackson *v.* Hoffman, 9 *id.* 271."

In Wilson *v.* Dresser, *supra*, after discussing the sale to Julia Wilson, the court said (p. 390): "Manifestly, then, the case must turn upon whether the superior court erred in finding against him [Frederick R. Wilson] on his claim of title, on the ground that it was divested by the assignee's sale and conveyance to Snow. That he had possession under his deed and that he conveyed to his sister, Julia Wilson, is not denied. It must also be conceded that if she owned the property at the time of her death, it passed, under her will, to him. It does appear that about a year after he made the deed to his sister he went into bankruptcy, and it is claimed by defendants in error
913 that on the motion of his creditors he was adjudged to still
be the owner of the property, and the same was ordered sold and afterwards conveyed by his assignee to the purchaser." After passing some criticism upon the abstract the court proceeds: "But the evidence shows that at that time he had no interest, having more than a year prior to that date, July 6, 1877, conveyed it to Julia Wilson, and the evidence is undisputed as to the fact that she took possession under that deed, and retained it, by her tenants, to the date of her death, and that her tenants remained in such possession when this suit was begun. There being nothing to show that that deed was ever set aside or the property adjudged to remain in plaintiff in error, how can it be said that Julia Wilson did not die seized of it? Suppose she had willed it to a third party; would it be seriously contended, under the evidence shown in this abstract, that such third party took no title under the will? We certainly think not. And we find nothing in this record upon which to base a distinction between the rights of plaintiff in error and any other devisee to whom she might have willed it."

The decree should have fixed a definite period within which Frederick R. Wilson should pay the amount, with interest, found to be due Henry H. Gage. Gage *v.* Schmidt, 104 Ill. 106; Gage *v.* Thompson, 161 *id.* 403; Glos *v.* Brown, 194 *id.* 307.

The decree of the superior court will therefore be modified so as to require the amount found to be due Henry H. Gage, with interest at five per centum per annum from the date of the decree, to be paid within ninety days from the date of the entry of judgment in this court, and that in default of payment the bill stand dismissed as to Henry H. Gage, so far as it affects the tax titles held by him upon said premises, and that Henry H. Gage recover his costs in this court and in the court below, and that he have execution therefor. The decree is affirmed in all other respects.

Decree modified and affirmed.

914 STATE OF ILLINOIS, } ss:
Supreme Court, }

I, Christopher Mamer, clerk of the supreme court, of the State of Illinois, and keeper of the records and seal thereof, do hereby certify that the foregoing is a true copy of the opinion of the said supreme court in the above entitled cause of record in my office.

This copy is not to operate as a mandate in any event. Mandate will be issued only on request and payment of costs.

In testimony whereof, I have set my hand and affixed the seal of the said supreme court at Springfield, this first day of May A. D. 1903.

[Seal of the Supreme Court, State of Illinois, Aug. 23, 1818.]

CHRISTOPHER MAMER,
Clerk of the Supreme Court.

915 At a supreme court, begun and held at Springfield on Tuesday, the seventh day of April, in the year of our Lord one thousand nine hundred and three, within and for the State of Illinois.

Present: Benjamin D. Magruder, chief justice; Jacob W. Wilkin, justice, Joseph N. Carter, justice, James H. Cartwright, justice, Carroll C. Boggs, justice, John P. Hand, justice, James B. Ricks, justice. Howland J. Hamlin, attorney general. Benjamin H. Brainerd, sheriff.

Attest: CHRISTOPHER MAMER, *Clerk.*

Be it remembered that afterwards, to-wit: on the 15th day of April A. D. 1903, certain proceedings were had in said court and orders made and entered of record, among which is the following, viz:

FANNIE N. DRESSER CRAMER }
vs. } 2837. Error to Cook Superior.
FREDERICK R. WILSON ET AL. }

And now on this day the court having duly considered the petition for rehearing herein and being fully advised of and concerning the premises overrules and denies the same.

And afterwards, to-wit on the twenty-second day of April, A. D. 1903 there was filed in the office of the clerk of said court a certain petition for citation and writ of error, in the words and figures following, viz:

916 In the Supreme Court of Illinois.

FANNIE N. DRESSER CRAMER, Plaintiff in Error, *vs.* FREDERICK R. WILSON ET AL., Defendants in Error.	Writ of Error to the Superior Court of Cook County.

Petition for Citation.

To the Honorable Benjamin D. Magruder, chief justice of the supreme court of Illinois:

Now come Fannie N. Dresser Cramer, by her attorney F. W. Becker, and Taylor A. Snow and Henry H. Gage by theur attorneys Childs and Hudson, and show the chief justice of the supreme court of Illinois that in the record and also in the rendition of the judgment in the above entitled cause lately pending in the supreme court of Illinois, in which final judgment of affirmance was rendered against plaintiff in error Fannie N. Dresser Cramer and against defendants Taylor A. Snow and Henry H. Gage who assigned cross errors on the 18th day of February, now remaining in the supreme court of Illinois, it appears that certain rights, titles, privileges and immunities under the statutes and Constitution of the United States, and under the authority of the courts of the United States organized thereunder, were claimed by the petitioners above named, Fannie N. Dresser Cramer, Taylor A. Snow and Henry H. Gage, and that the decision and judgment of the said supreme court of Illinois was against the title, rights, privileges, and immunities so claimed; from all of which the said Fannie N. Dresser Cramer, Taylor A. Snow and Henry H. Gage allege it appears that manifest error has
917 occurred to the great damage of the said Fannie N. Dresser Cramer, Taylor A. Snow and Henry H. Gage;

Therefore the said Fannie N. Dresser Cramer, Taylor A. Snow and Henry H. Gage ask that there be granted unto them under and pursuant to the acts of Congress in such case made and provided, a writ of error from the Supreme Court of the United States to the supreme court of the State of Illinois, that the said record and proceedings may be reviewed, and the said errors therein may be corrected and speedy justice may be done in the premises: that said writ of error may be made a supersedeas; that a citation may be issued herein pursuant to law, citing and admonishing the said Frederick R. Wilson to be and appear at the Supreme Court of the United States at Washington according to the usual course and practice in such cases; that the supersedeas bond herewith presented may be duly approved, and that such other and further orders and proceedings may be had and entered herein as may be necessary to grant to the said Fannie N. Dresser Cramer, Taylor A. Snow and

Henry H. Gage the relief herein prayed for according to the usual course and practice in such cases—

And your petitioners will ever pray.

FANNIE N. DRESSER CRAMER,
By F. W. BECKER, *Her Attorney.*
TAYLOR A. SNOW,
By CHARLES HUDSON AND
ROBERT A. CHILDS,
His Attorney.
HENRY H. GAGE,
By ROBERT A. CHILDS &
CHARLES HUDSON,
His Attorney.

F. W. BECKER,
CHILDS & HUDSON,
Counsels.

918 And on, to-wit: the day and year last aforesaid there was filed in said cause a certain order and bond, which said order and bond are in the words and figures following, viz:

919 In the Supreme Court of Illinois.

FANNY N. DRESSER CRAMER
vs.
FREDERICK R. WILSON, TAYLOR A. Snow, and Henry H. Gage.
} Writ of Error to the Superior Court of Cook *Cook* County.

Order.

Upon motion of Charles Hudson, attorney for defendants in error who assigned cross errors herein, and upon filing a petition for writ of error and an assignment of errors; it is ordered that a writ of error be and hereby is allowed to have reviewed in the Supreme Court of the United States the judgment heretofore entered herein, that said writ of error operate as a supersedeas, and that the amount of the bond on said writ of error be and the same is hereby fixed at the sum of five hundred dollars; and the bond here now presented is approved; and it is ordered that citation issue out of the clerk's office admonishing the defendant in error, Frederick R. Wilson to be and appear before the Supreme Court of the United States at Washington, according to the usual course and practice in such cases.

Dated Springfield Ill. April 22nd 1903.

BENJAMIN D. MAGRUDER,
Chief Justice of the Supreme Court of Illinois.

920 Know all men by these presents: That we, Fannie N. Dresser Cramer, Taylor A. Snow, and Henry H. Gage as principals and Stanley K. Gage as surety, are firmly held and bound unto Frederick R. Wilson in the penal sum of five hundred dollars, lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly, severally and firmly, by these presents.

Witness our hands and seals this 18th day of April, A. D. 1903.

The condition of the above obligation is such that whereas on the 18th day of February, A. D. 1903 a judgment of affirmance was rendered by the supreme court of the State of Illinois, being in the February term of said court, in the year 1903, in a certain cause therein pending entitled Fannie N. Dresser Cramer *vs.* Frederick R. Wilson, Henry H. Gage and Taylor A. Snow, in which said proceedings said principal obligor Fanny N. Dresser Cramer was plaintiff in error, and said principal obligors Taylor A. Snow and Henry H. Gage assigned cross errors, on a judgment rendered by the superior court of Cook county being a decree finding title to certain lands in the said Frederick R. Wilson, in and by which said judgments of the superior court and supreme court the said principal obligors claim that rights and titles claimed by them as well as the privileges and immunities claimed by them, and by each of them, under the statutes of the United States and under the authority of the courts of the United States organized thereunder, have been denied them and each of them; and whereas after the rendition of said judgment of affirmance by the supreme court of Illinois on to-wit:—the 13th day of March, A. D. 1903 said principal obligors filed in said supreme court their petitione for re-hearing of said cause, and afterwards on to-wit:—the 15th day of April, A. D.
921 1903, and of the February term, A. D. 1903 of said court the said supreme court of Illinois denied said petition for rehearing of said cause and thereby sustained said judgment of affirmance so entered on the 18th day of February, A. D. 1903, as to the principal obligors herein;

And whereas the principal obligors have sued out a writ of error from the Supreme Court of the United States to review said judgment of affirmance and have prayed that the same be made a supersedeas:

Now therefore; if the said principal obligors above named shall prosecute their said writ of error with effect, and, if they fail to make their plea good, shall pay all costs and damages of the said Frederick R. Wilson that shall be awarded against them or either of them in case said judgment shall be affirmed, then this obligation to be void; otherwise to remain in full force and effect.

FANNIE N. DRESSER CRAMER. [SEAL.]
TAYLOR A. SNOW. [SEAL.]
HENRY H. GAGE. [SEAL.]
STANLEY K. GAGE. [SEAL.]

Approved this 22nd day of April, A. D. 1903.
BENJAMIN D. MAGRUDER,
Chief Justice of the Supreme Court of Illinois.

922 STATE OF ILLINOIS, } ss:
County of Cook, }

Stanley K. Gage, being first duly sworn upon oath deposes and says that he is the surety named in, and signing, the foregoing bind for supersedeas and on writ of error; that affiant is a resident of the village of Wilmette, Cook county, Illinois; that affiant is the owner in fee simple of the following described real estate, situated in Cook county, Illinois, title being in affiant's own name of record, the same being unincumbered, and being worth the sum of $1,000.00 and is not a homestead. viz:—

Lot eleven (11) in block one (1) in Gage's addition to Wilmette, in the county of Cook and State of Illinois.

STANLEY K. GAGE.

Subscribed and sworn to before me this 18th day of April, A. D. 1903.

ESTHER A. DUNSHEE,
Notary Public.

[NOTARIAL SEAL.]

923 In the Supreme Court of Illinois, to the October Term, 1903.

FANNIE N. DRESSER CRAMER, TAYLOR A. SNOW, & HENRY H. Gage
vs.
FREDERICK R. WILSON.

Assignments of Error.

And now come the said plaintiffs in error, by Frederick W. Becker, Robert A. Childs & Charles Hudson, their solicitors, and say that in the record and proceedings aforesaid, there is manifest error in this, to wit:—

1. The supreme court of Illinois erred in confirming the decree of the superior court of Cook county in denying that the proceedings in the United States district court for the northern district of Illinois in the matter of Frederick R. Wilson, bankrupt, relating to the sale of the interest of the bankrupt and his assignee, transferred to the plaintiff in error Snow the premises in question, and ended the possession and possessory right of the defendant in error Wilson therein.

2. The supreme court of Illinois erred in denying that the continuity of adverse possession claimed by defendant in error Wilson was not broken by the assignment in bankruptcy, and the proceedings in the United States district court for the northern district of Illinois by the said Frederick R. Wilson, and the same of his inter-

est in the premises in question, and in decreeing that the right, title and interest of one in adverse possession of real estate does not pass to his assignee in bankruptcy and to a purchaser under such assignee's sale thereof.

3. The supreme court of Illinois erred in denying that the real estate conveyed in fraud of creditors passed to the assignee in bankruptcy of the said Frederick R. Wilson by virtue of the bankrupt act of the United States of 1867.

924 4. The supreme court of Illinois erred in holding that a purchaser of real estate at the sale of the bankrupt's assignee obtains only the title, right or interest of the bankrupt at the date of the bankruptcy, although prior to the bankruptcy he had conveyed said real estate in fraud of creditors, which holding is contrary to the bankrupt act of 1867, under which said sale was made.

5. The supreme court of Illinois erred in denying the plaintiffs in error the right to the premises in question accruing under a sale in the bankruptcy proceedings heretofore pending in the United States district court for the northern district of Illinois in the matter of Frederick R. Wilson, bankrupt.

6. The supreme court of Illinois erred in denying that the title to the premises in question accrued to the plaintiff in error Snow by virtue of the sale to him under the bankruptcy proceedings lately pending in the United States district court for the northern district of Illinois, in the matter of Frederick R. Wilson, bankrupt.

7. The supreme court of Illinois erred in denying the plaintiffs in error the rights accruing to them under the bankrupt act of the United States, to wit:—

8. The transfer by an assignment made thereunder of the possessory rights of the bankrupt, defendant in error, Frederick R. Wilson, and that thereby the continuity of his alleged adverse possession was interrupted.

9. The supreme court of Illinois erred in denying the effect of a fraudulent transfer of the premises in question as provided by section 5046 of the bankruptcy act of March 2, 1867, and amendments thereto, and denying the rights accruing to the plaintiff- in error by virtue of the conveyance by the assignee in bankruptcy proceedings aforesaid, lately pending in the district court of the United States for the northern district of Illinois, in the matter of Frederick R. Wilson, bankrupt.

925 10. The supreme court of Illinois erred in denying the right accruing to the plaintiffs in error or one of them through the decision of the district court of the United States for the northern district of Illinois in the matter of Frederick R. Wilson, bankrupt, wherein said court refused to set aside the sale in said matter, as prayed for by said bankrupt, and in denying that said adjudication is now *res judicata*.

11. The supreme court of Illinois erred in finding that the possession of the defendant in error Frederick R. Wilson, and of his sister, Julia Wilson, was adverse to these plaintiffs in error and was con-

tinuous during twenty years, whereas in fact said possession accrued to these defendants, or one of them, through the bankruptcy proceedings of Frederick R. Wilson.

12. The supreme court of Illinois also erred in sustaining a finding that no title passed to the assignee in bankruptcy of Frederick R. Wilson under the United States bankrupt act, and in not finding that Frederick R. Wilson was, at the time of being declared a bankrupt, owner of the equity of redemption as decreed by the United States district court for the northern district of Illinois, and that said property passed to the assignee in bankruptcy, through whom these plaintiffs in error, or one of them, claim.

By reason whereof plaintiffs in error pray that said decree of the supreme court of Illinois may be reversed.

F. W. BECKER.
CHARLES HUDSON.
ROBERT A. CHILDS.

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926 In the Supreme Court of the United States.

FANNIE N. DRESSER CRAMER ET AL., Plaintiffs in Error,
vs.
FREDERICK R. WILSON, Defendant in Error.

Writ of Error to the Supreme Court of the State of Illinois.

Statement of the parts of the record and the assignment of errors upon which the plaintiffs in error intend to rely and which they think necessary for the consideration of the court in determining the issues in said cause.

The plaintiffs in error designate the following portions of said record to be printed by the clerk in accordance with the rule of this court.

(1.) Writ of error to the Illinois supreme court, pages *a*, and *b*.

(2.) Page *c*: Certificate of filing writ of error.

(3.) Pages *d* and *e*: Citation, acceptance of service, and certificate of filing thereof.

(4.) Page *f*: Certificate of return of clerk of Illinois supreme court to the writ of error.

(5.) Pages 1 to 3½: Placita in the supreme court, writ of error to the superior court, placita in the superior court of Cook county.

(6.) Pages 5 to 10: Original bill of complaint filed Feb'y 1st 1888.

(7.) Pages 15 and 16: Suggestion of death of Julia Wilson and appearance of Chas. S. Thornton for Frederick R. Wilson.

(8.) Pages 36 to 41: Amendment to bill, and summons for Jenkins.

(9.) Pages 44 to 47: Answer of defendant Jenkins.

(10.) Pages 57 to 62: Amendment and summons for Snow.

(11.) 76 to 80: Order dismissing appeal, and *procedendo.*
(12.) 81 to 87: Commissioners' report of partition.
(13.) 88 to 90: Order reversing and remanding.
927 (14.) Pages 91 to 100: Amended bill filed June 29th 1900.
(15.) Pages 102 to 122: Answers of Wilson, Snow and Gage, and replications thereto.
(16.) Pages 122 to 123: Amendment to Wilson's answer.
(17.) Pages 124 to 128: Cross bill of Snow.
(18.) Pages 130 to 131: Plea of Wilson filed April 18th 1888.
(19.) Pages 133 to 142: Final decree entered July 8th 1901.
(20.) Page 148: Order Dec. 3d 1888, granting leave to restore lost plea.
(21.) Page 161: Order Dec. 13th 1889, granting leave to Wilson to withdraw plea and to file answer, in its place.
(22.) Page 180: Order allowing final amended bill. June 29th 1900.
(23.) Page 186: Order allowing appeal to the Illinois supreme ct. entered July 8th 1901.
(24.) Pages 187 to 188: Order granting leave to supply lost plea of Frederick R. Wilson, filed April 18th 1888.
(25.) Pages 190 to 193: Certificate of evidence, stipulation as to conveyance of canal lands.
(26.) Pages 211 to 215: Abstract of conveyances.
(27.) Pages 216 to 257: Deeds of conveyance of the property.
(28.) Page 257: Thereupon complainant rested.
(29.) Pages 258 to 261: Tax deed to Wilson.
(30.) Page 262: Frederick R. Wilson testifies.
(31.) Page- 307 to 314: Deed to Julia Wilson.
(32.) Pages 315 to 322: Will of Julia Wilson.
(33.) Page 324 to first question on pags 327.
(34.) Pages 343 to 347: Lease to Chr. Beck, and endorsements.
(35.) Pages 382 to 384 incl.: Collection of rents.
928 (36.) Page 388: From "Mr. Gillette, I will offer in evidence a lease" to page 392 inclusive.
(37.) Page 420 down to following words (inclusive) on page 424: "I presume I did, I generally did so."
(38.) Page 460: Cross examination of F. R. Wilson.
(39.) Commencing on page 466: "Mr. Hudson. This deed recites a consideration of two thousand dollars" etc. down to and including, on page 470, "Were not most of them tax titles? A. Yes sir—"
(40.) On page 472, from first question, including "A. The arrangement was, my sister acquiesced in everything I wished. That is about it."
(41.) Page 473: "A. You don't understand the nature of my sister. She was an invalid for twenty years, and had to be lifted out of bed and have her food cut up for her—"
(42.) From page 489: "Q. Who filed for record this deed from you to your sister, and when?" down to, and including, on page 491:

"Q. The agreement by which you were to secure your sister wa verbal, was it? A. I think so."

(43.) On page 508: Caption and appearances etc., down to "Counsel for Annie M. Dresser objected to the taking——"

(44.) On page 509: "Frederick R. Wilson, having been duly called and sworn on his own behalf testified as follows—"

(45.) From page 523, beginning, "Q. After the expiration of this last lease, you may state who remained in possession of the premises?" down to and including, on page 525: "Q. Or to your agent for you? A. Yes sir—"

(46.) Pages 526, 527 and 528 down to and including "Q. Henshaw is your agent? A. Yes sir."

(47.) From page 536, "Q. Where did you reside, Mr. Wilson, in 1863" down to and including on page 539: "A. As I explained, it was in the nature of a trust—"

929 (48.) Pages 542 and 543 down to end of Wilson's testimony, up to (not including) "Patrick McCormick—"

(49.) Page 557: Certificates of master only.

(50.) Page 757, beginning "Mr. Hudson I will now offer in evidence a certified copy of a plea——" and ending on page 774, end of page.

(51.) Page- 775 to 800 inclusive: Affidavit to Schedule A.

(52.) 776: Schedule of lands of bankrupt.

(53.) Page 795: Schedule of lands held in trust.

(54.) Page- 801 to 804 incl.

(55.) Page 811: Certificate to foregoing documents.

(56.) Pages 812 to 828 inclusive.

(57.) Page 894: Certificate to bill of exceptions.

(58.) Page- 895 to 925 inclusive.

The plaintiffs in error and each of them intend to rely on the errors assigned on pages 923 to 925 of the record inclusive, and numbered from one to twelve inclusive.

F. W. BECKER,
ROBERT A. CHILDS,
CHARLES HUDSON,
Counsel for Plaintiffs in Error.

Received copy of foregoing statement this 23rd day of June, 1903.

GEO. GILLETTE AND
D. K. TONE,
Sols. for Def't in Error.

930 [Endorsed:] 721 Supreme Court of United States F. N. D. Cramer *et al.* vs. F. R. Wilson. Statement of record to be printed F. W. Becker, R. A. Childs Charles Hudson

931 [Endorsed:] File No. 18,949. Supreme Court U. S. October term, 1903. Term No. 296. Fannie N. Dresser Cramer

et al. P. E. vs. Frederick R. Wilson. Statement of errors & designation by P. E. of parts of record necessary to be printed & acceptance of service of same Filed July 27th, 1905.

322 Supreme Court of the United States.

Fanny M. Dresser Chambers et al., Plaintiffs in Error,
vs.
Frederick R. Wilson, Defendant in Error.
Writ of Error to the Supreme Court of the State of Illinois.

Statement of the parts of the record suggested by defendant in error to be printed by the clerk, in addition to those particularly suggested by the plaintiffs in error, which defendant in error thinks necessary for the consideration of the court in determining the issue in said cause.

Defendant in error designates the following portion of said record to be printed by the clerk in accordance with the rule of this court.

I. Testimony of Frederick R. Wilson and exhibits attached—beginning on page 202 and ending on page 447, comprising pages 202 to 447 of the record inclusive.

II. Testimony of Henry Gage—beginning on page 447 and ending at the bottom of page 459, comprising pages 447 to 459 inclusive.

III. Testimony of Frederick R. Wilson—beginning at top of page 460 and ending at "Re-cross-examination by Madison" on page 508, comprising pages 460 to 508 of the record inclusive.

IV. Deposition of Frederick R. Wilson—beginning at top of page 509 and ending on page 543 comprising pages 509 to 543 inclusive.

323 V. Testimony of witnesses Beck and McCormick—beginning on page 543 and ending on page 557 comprising pages 543 to 557 inclusive.

Respectfully submitted,

DAVID K. TONE,
GEORGE GILLETTE,
Counsel for Defendant in Error.

Received copy of the above this 20th day of October 1905.

CHILDS & SHEPARD,
F. W. BECKER,
Counsel for Plaintiffs in Error.

324 [Endorsed:] Supreme Court of the United States. Dresser vs. Wilson *et al.* David K. Tone George Gillette counsel defendant in error.

935 [Endorsed:] File No. 18,949. Supreme Court U. S. October term, 1903. Term No. 298. Fannie N. Dresser Cramer *et al.*, pl'ffs in err. *vs.* Frederick R. Wilson. Designation by defendant in error of additional parts of record to be printed, & acceptance of service of same. Filed Oct. 23rd, 1903.

Endorsed on cover: File No. 18,949. Illinois supreme court. Term No. 298. Fannie N. Dresser Cramer, Taylor A. Snow, and Henry H. Gage, plaintiffs in error, *vs.* Frederick R. Wilson. Filed May 29, 1903. File No. 18,949.

* * * * * * *

STATE OF ILLINOIS, }
County of Cook, } *ss:*

In the Superior Court of Cook County.

FANNY N. DRESSER
vs.
LILLY BELLE DRESSER ET AL. } In Chancery. 114,455.

The answer of Henry H. Gage, one of the defendants, to the second amendment of the bill of complaint of Fanny N. Dresser, the above named complainant.

This defendant, for answer to said amendment to said bill of complaint prays that this answer may be inserted in his former answer herein, immediately preceding the general traverse thereof and he hereby makes said former answer by him, herein filed, a part of this, his answer to the last amendment of said bill of complaint and thereupon answering, says that he has examined the records in the United States district court for the northern district of the State of Illinois, in the matter of Frederick R. Wilson, bankrupt in bankruptcy, and he finds that said Frederick R. Wilson was adjudicated a bankrupt and that bankruptcy proceedings were had in said matter, as alledged and set out in said last amendment to said bill of complaint, and therefore, this defendant admits the same to be true in manner and form as the same is therein and thereby alledged.

And for a further answer to said bill of complaint, as last amended this defendant admits that said Frederick R. Wilson has no interest whatever in the real estate mentioned and described in said bill of complaint; on the contrary thereof, this defendant saith that all of the interest of said Wilson passed to one Robert E. Jenkins, his assignee, by a register's deed in the case in bankruptcy against said Wilson, as aforesaid, and this defendant says that by reason thereof, the said Robert E. Jenkins, the said assignee, as aforesaid alone represents the alleged claim of title of said Frederick R. Wilson aforesaid.

For a further answer, this defendant says, that, in this suit, and before the filing of the last amendment to the said bill of complaint and on the 18th day of April, 1888, the said Frederick R. Wilson filed a plea in this cause, in and by which said plea, he swore that Julia Wilson by virtue of a certain deed, made and executed by him, the said Frederick R. Wilson, July 6, 1877, had title to said property until the date of her death, which he alleged to be the 15th day of December, 1887, and in and by which plea, he swore that said deed from him to said Julia Wilson was in the nature of a trust deed, and this defendant says that after the filing of said plea, the said Wilson proceeded to take certain testimony before one John T. Noyes, one of the masters in chancery in this court in support of said plea, at the taking of which testimony, the said Frederick R. Wilson was then and there sworn as a witness in his own behalf and testified that during all of the time, he had personally collected the rents or had had them collected for him and he also testified that he made a deed of the property to said Julia Wilson, but that it was in the nature of a trust deed; that she did not own the property; it was merely to secure a debt which he owed her and that she received money according as he collected it, and this defendant says that the said trust deed to Julia Wilson was not recorded in the recorder's office until 1885, and at the time of the record of said deed, the title of said bankrupt had passed to his (said Wilson's) assignee, and that the said Wilson did not schedule said property in his said schedule in bankruptcy as part of his assets and that the said Wilson did not, in his said bankruptcy proceedings, set out and show his liability to said Julia Wilson, for which it was alleged said trust deed was given, wherefore this defendant alleges and charges that the said deed to the said Julia Wilson, was a fraud and that the act of the said Frederick R. Wilson in the premises was fraudulent and tended to hinder and delay his creditors and that, in consequence of said fraud, the said Wilson can not obtain, as alleged in his said plea and his testimony thereunder, any title in and to said property, through said Julia Wilson, as against said assignee in bankruptcy.

For a further answer, this defendant says as he stated in his answer to the original bill that he is the owner of said property in fee simple and that whatever interest the said assignee in bankruptcy, said Robert E. Jenkins acquired through said bankrupt, said Frederick R. Wilson, is subject to and cut off by this defendant's title to said land and this defendant claims the right to have all these issues considered and tried and determined, as he has, in and by his original answer, herein prayed.

HENRY H. GAGE,
By AUGUSTUS N. GAGE,
His Solicitor.

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